

REQUIRED INSURANCE FOR AGREEMENTS WITH SUPPLIERS¹

- 1.1** Without limiting the liabilities or indemnification obligations of Supplier, Supplier will, at its own cost and expense, including, without limitation, the cost of losses within any deductibles or retentions, provide and maintain during the term of this Agreement between Lumen and Supplier, all insurance coverage required hereunder. The insurance coverage will be from a company or companies licensed or authorized to do business in each venue where Supplier will perform services under this Agreement having an A.M. Best or equivalent rating of A-VII. Supplier may achieve required limits through a combination of primary and excess or umbrella liability insurance. Supplier will maintain and will require its contractors, subcontractors, and/or agents to maintain all insurance coverage required herein including:
- (a) Workers' Compensation and Employer's Liability Insurance, or equivalent coverage, for locations where work will be performed, in accordance with legal, statutory, and regulatory requirements with limits not less than \$1,000,000 each accident.
 - (b) Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering personal injury, bodily injury, property damage, products/completed operations, and contractors' liability
 - (c) Automobile Liability Insurance with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury property damage and all owned, non-owned and hired vehicles and in accordance with legal, statutory, and regulatory requirements.
 - (d) Errors & Omissions/Professional Liability Insurance:
 - (i) If Supplier provides any design, network, technical or professional services, including, but not limited to, software or software development, installation, or support, or other professional services for Lumen or Lumen's Affiliates, Supplier will maintain Errors & Omissions/Professional Liability Insurance with limits of not less than \$5,000,000 per claim.
 - (ii) All such insurance required herein will provide a retroactive date prior to the commencement date of this Agreement and either (a) continuous insurance coverage for a period of 2 years after

¹ These are the standard insurance coverage requirements for agreements entered into with Suppliers. However, depending on the nature of each Agreement at issue, Lumen may, at its sole discretion, require additional insurance coverage and limits depending on the nature of the services being provided.

termination of this Agreement, or (b) an extended reporting period of not less than 2 years after termination of this Agreement.

(e) Cyber Liability Insurance:

- (i) If Supplier has access to any critical infrastructure information (CII), personal identifiable information (PII), proprietary information, financial information, information protected under the Health Insurance Portability and Accountability Act (HIPPA), or other confidential information, Supplier will maintain Cyber Liability Insurance, including Network Security and Privacy Liability Insurance, which will include coverage for losses arising from unauthorized access or use resulting in identity theft, fraud, or any type of data breach, with limits of not less than \$5,000,000 per claim.
- (ii) All such insurance required herein will provide a retroactive date prior to the commencement date of this Agreement and either (a) continuous insurance coverage for a period of 2 years after termination of this Agreement, or (b) an extended reporting period of not less than 2 years after termination of this Agreement.
- (iii) Cyber Liability coverage may be provided under supplier's Errors& Omissions/Professional Liability Insurance.

(f) Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 each occurrence.

(g) Commercial Crime and/or Employee Dishonesty Insurance with limits of not less than \$1,000,000 each occurrence, covering all loss arising out of or in connection with any fraudulent or dishonest act, disappearance and/or destruction of property, computer theft and funds transfer fraud. This coverage will include 3rd Party or Client Coverage for the benefit of Lumen.

(h) Property Insurance: If Supplier stores or maintains Lumen property, Supplier will maintain "All-Risk" Property Insurance on a replacement cost basis covering Lumen property while in Supplier's care, custody, or control. If Supplier provides warehousing services, Supplier will maintain Warehousemen's Legal Liability Insurance covering loss or damage to property of others while acting as a warehouse operator or as a bailee with limits of not less than \$1,000,000 per occurrence or otherwise sufficient to cover Lumen property and equipment at full replacement value. All insurance will be on a replacement cost basis and any loss or damage to Lumen property under this Agreement will be adjusted with Lumen.

- (i) The Supplier expressly acknowledges and agrees that no boats, submarines, or related means of water transportation/operations will be used to perform the work under this Agreement.
- (j) The Supplier expressly acknowledges and agrees that no airplanes, helicopters, drones, or related means of air transportation/operations will be used to perform the work under this Agreement.

1.2 Additional Requirements

- (a) Supplier's insurers shall waive subrogation against Lumen and its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for the policies described in subsections 1.1(a) Workers' Compensation/Employer's Liability Insurance, 1.1(b) Commercial General Liability Insurance, and 1.1(c), Automobile Liability Insurance, unless such endorsement is prohibited by law or regulation.
- (b) The insurance requirements described herein will be primary and not contributory to insurance which may be maintained by Lumen.
- (c) Lumen and its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the policies described in subsections 1.1(b) Commercial General Liability Insurance, 1.1(c) Automobile Liability Insurance, and 1.1(e) Excess/Umbrella Liability Insurance.
- (d) Prior to commencement of work under this Agreement, Supplier will furnish to Lumen certificates of insurance or other commercially acceptable evidence providing compliance with the required insurance. Supplier will provide Lumen with at least 30 days prior written notice of any cancellation of the insurance required above.

1.3 Nothing in this Agreement Modifies, Changes or Otherwise Limits the Insurance Required Herein.

1.4 Insurance for Environmental Services:

If Supplier provides services related to hazardous waste; heating, ventilation and air conditioning (HVAC); electronic waste; battery installation, removal or recycling, general recycling; tank testing, maintenance, inspection and repairs; asbestos; or the purchase of electronic equipment the following additional insurance requirements apply. Supplier may obtain all required insurance limits through any combination of primary and excess or umbrella liability insurance.

(a) Commercial General Liability Insurance.

The limits of insurance for Commercial General Liability above are replaced with the following:

Each Occurrence \$1,000,000

General Aggregate Limit \$5,000,000

Products-Completed Operations Limit \$5,000,000

Personal and Advertising Injury Limit \$1,000,000

(b) Pollution Liability Insurance.

Supplier will maintain Pollution Liability insurance covering liability arising out of Supplier's operations performed under this Agreement, if the Commercial General Liability insurance above does not cover Supplier's operations to handle, store, remediate, remove, contain, and treat pollutants. The limits of insurance will not be less than \$1,000,000 each claim and \$2,000,000 in the aggregate. If Supplier will transport or store hazardous material, the policy will include pollution coverage related to the transportation and long-term storage of hazardous material. If the policy is written on a claims-made form, such insurance will provide a retroactive date prior to the start of Services under this Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of this Agreement.

(c) Asbestos Abatement Coverage.

If Supplier will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.

If Supplier will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate. If the policy is written on a claims-made form, such insurance will provide a retroactive date prior to the start of Services under this Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of this Agreement.

(d) Errors & Omissions Liability Insurance.

If the Services require Supplier to test, analyze or monitor for pollution conditions, Supplier will maintain Errors & Omissions liability insurance covering acts, errors and omissions arising out of Supplier's operations or services, with limits of not less than \$5,000,000 per claim, and including coverage for contractual liability with respect to liability assumed by Supplier hereunder. If the policy is written on a claims-made form, such insurance will provide a

retroactive date prior to the start of Services under this Agreement and an extended claims reporting period of not less than 3 years after the expiration or termination of this Agreement.

1.5 Insurance for electronic waste disposal or electronic recycling services:

If Supplier provides electronic waste disposal or electronic recycling services, the following additional insurance requirements apply:

(a) **Contractors Pollution Liability (CPL).**

Supplier shall obtain a Contractors Pollution Liability (CPL) policy which provides coverage for all operations being performed by Supplier on behalf of Lumen. The policy shall provide the following for both Sudden & Accidental / Gradual Pollution Conditions. Minimum limits accepted will be \$5,000,000 each pollution condition with a \$10,000,000 policy in the aggregate. Coverage shall provide the following:

- (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death (with no requirement that the mental anguish be as a result of physical injury);
- (ii) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof; diminution in value and the loss of use of tangible property that has not been physically injured or destroyed;
- (iii) clean-up costs;
- (iv) defense including costs, charges and expenses incurred in the investigation, adjustment of defense of claims for such compensatory damages;
- (v) coverage for civil fines, civil penalties, civil assessments and punitive, exemplary, treble damages where insurable by law;
- (vi) coverage for transportation including loading/unloading at & beyond the job site;
- (vii) blanket coverage for non-owned disposal sites used by the Supplier in performance of work;
- (viii) CPL coverage including Non-Owned Disposal Sites & Transportation shall be written on an Occurrence Based policy form. If coverage is

written on a claims-made & reported form, the policy shall have a retroactive date prior to the execution date of the contract with Lumen and shall not be advanced at any policy renewal. In addition, coverage, under a claims-made & reported form shall include a 10-year extended reporting period or the Supplier shall confirm, and will be contractually required to evidence continuation of coverage for 10 consecutive years after the expiration or termination of this Agreement (with no advancement of Retroactive Date);

- (ix) all coverage provided under the CPL policy shall be endorsed to (1) include Lumen as an Additional Insured; (2) provide a Waiver of Subrogation and (3) be Primary & Non-Contributory to any coverage carried by Lumen.
 - (x) Disposal Sites selected by the Supplier shall be required to carry:
- (b) Pollution Legal Liability - In addition, at each renewal and from each disposal site, Supplier shall secure, from the Non-Owned Disposal Site (NODS) and shall provide, to Lumen a copy of the certificate of insurance, from the NODS certifying Pollution Legal Liability coverage in the amount of not less than \$5,000,000 each pollution condition/\$10,000,000 policy aggregate. Coverage shall be maintained, by each disposal site selected to receive disposal of e-waste, for a minimum of 10 years and shall include Lumen as an Additional Insured; provide a Waiver of Subrogation and be Primary/Non-Contributory to any coverage carried by Lumen.