

INSURANCE REQUIREMENTS FOR MIDDLE EAST TIER 1

1. Subcontractor shall, at its own expense, at all times during the term of this Agreement following execution of the first Statement of Work, and after the termination of this Agreement (as explained more fully below), provide and maintain in effect those insurance policies and minimum limits of coverage as designated below, and any other insurance required by applicable law or regulations, with reputable and solvent insurance companies authorized to do business in the jurisdiction where Subcontractor's Services are to be performed, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Agreement, including but not limited to Subcontractor's defense and indemnity obligations.

2. Workers' Compensation, Social Scheme and/or Employer's Liability Insurance. Subcontractors shall comply with all applicable laws and/or regulations providing for insurance or benefits to injured workers, including but not limited to Workers' Compensation insurance and/or Social Scheme insurance. If Employer's Liability insurance is available in the applicable jurisdiction, then Subcontractor shall maintain such coverage with limits of not less than the local currency equivalent of US\$500,000, or whatever is required by local laws and/or regulations if such coverage is mandatory.

3. General Liability Insurance. Subcontractor shall maintain commercial general liability, public liability or equivalent insurance covering all operations by or on behalf of Subcontractor arising out of or connected with this Agreement providing coverage for bodily injury, property damage, products liability and contractual liability, with limits of not less than the local currency equivalent of US\$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Such insurance must be on an "occurrence" basis and not "claims-made" basis. Such coverage may be maintained in any combination of Commercial General Liability, Public Liability, Products Liability, Excess Liability or equivalent insurance. By endorsement or otherwise, such coverage shall either: (a) include Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds, but only to the extent of liabilities falling within Subcontractor's indemnity obligations, and provide cross-liability coverage; or

(b) an indemnity to principals clause providing that coverage shall be extended to principals of Subcontractor for those liabilities and damages for which Subcontractor is obligated to indemnify such principal pursuant to a contract or agreement and which are otherwise covered by such insurance and note the interests of Cisco, its subsidiaries and affiliates as principals. Further, such coverage shall be primary to and non-contributory with any and all other insurance maintained by or otherwise afforded to Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents.

4. Automobile Liability Insurance. Subcontractor shall maintain automobile liability insurance (motor vehicle risks insurance), including bodily injury and property damage coverage for all vehicles used in the performance of Subcontractor's Services under this Agreement, including but not limited to all owned, hired (or rented) and non-owned vehicles, with compulsory limits of coverage.

5. Errors and Omissions Liability (Professional Indemnity) Insurance. Cisco reserves the right to require Subcontractor to maintain insurance for errors and omissions/professional indemnity with limits of not less than the local currency equivalent of US\$1,000,000 per occurrence or per claim and US\$2,000,000 in the annual aggregate in connection with any SOW involving technology engineering services and/or Subcontractor's design or analysis of a Customer's communication network on behalf of Cisco. Further, if the Services include access to Cisco's or Customer's network or computer system, Cisco reserves the right to require that Subcontractor include within such insurance coverage for liability arising from (a) theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) the introduction of a computer virus into a Customer's or third person's computer, data, software or programs. If such insurance is maintained on a claims-made rather than occurrence basis, Cisco shall Subcontractor to continue to maintain such coverage for a period of three years following completion of and acceptance of the Services by Cisco.

6. Certificates of Insurance or other formalized evidence of coverage shall be furnished by Subcontractor to Cisco at the time this Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after such coverage is renewed or replaced. Subcontractor shall provide Cisco with thirty (30) days prior written notice in the event of cancellation or nonrenewal of coverage. Any acceptance of insurance certificates or evidence

of insurance by Cisco, or Cisco's failure to receive evidence of insurance in compliance with the above requirements, shall not limit or relieve Subcontractor of the duties and responsibilities with respect to maintaining insurance assumed by it under this Agreement or constitute a waiver of these requirements.

7. Subcontractor shall obtain insurance or shall reimburse Cisco or Customer, as appropriate, for loss or damage to any Cisco-owned or Customer-owned property in the care, custody, or control of Subcontractor, for all losses including, but not limited to theft, loss, misappropriation or destruction caused by Subcontractor, its employees, agents, members or consultants, whether acting alone or in collusion with others, and whether intentional or through negligence.

8. Except where prohibited by law, Subcontractor, its subcontractor(s) (regardless of tier) and their respective insurers issuing the coverage described in Sections 2, 3 and 4 above, waive all rights of recovery or subrogation against Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, agents, and insurers, but only to the extent of liabilities falling within Subcontractor's indemnity obligations pursuant to the terms of this Agreement.

9. In the event Subcontractor utilizes the services of subcontractors to perform the Services contemplated hereunder, Subcontractor shall require from or provide for all subcontractors the same minimum insurance requirements detailed above. Cisco reserves the right to request from Subcontractor copies of any subcontractor's certificates of insurance and/or certified copies of subcontractor's insurance policies, when deemed necessary. Subcontractor shall be fully responsible for the acts and omissions of subcontractors and shall defend, indemnify and hold harmless Cisco against any and all loss or damages, as well as all costs, charges and expenses which Cisco may suffer, incur, or bear as a result of any acts, omissions or default by or on behalf of any subcontractor. Nothing herein shall create any contractual relationship between any subcontractor and Cisco.

-End of Exhibit-