

INSURANCE REQUIREMENTS FOR COLOCATION SERVICES

Service Provider shall, at its sole expense, maintain in effect the insurance coverage detailed below with insurance companies that: (a) have an A.M. Best's Insurance Rating of A-:VIII or better (or equivalent outside of the United States and Canada), or (b) Cisco approves in writing. Except as otherwise provided below, Service Provider shall maintain the required coverage during the Term. All coverage amounts provided below refer to U.S. Dollars or an equivalent amount in applicable local currency.

- Workers' Compensation, Employer's Liability.** Service Provider shall maintain workers' compensation insurance (or any social scheme to provide insurance or other benefits to insured workers) in compliance with all applicable laws and regulations. To the extent available in the applicable jurisdiction, Service Provider shall maintain Employer's Liability insurance coverage of at least one million dollars (US\$1,000,000) or the amount required by law, whichever is greater.
- General Liability.** Service Provider shall maintain commercial general liability, public liability, or third-party liability insurance, written on an occurrence (not claims-made) basis, covering all of Service Provider's operations connected with the Agreement and providing coverage for bodily injury, property damage, and contractual liability of not less than five million dollars (US\$5,000,000) per occurrence and in the annual aggregate (provided in any combination of primary and umbrella/excess insurance). Such insurance must, by endorsement or otherwise, either: (a) include as additional insureds Cisco, its Affiliates, and their officers, directors, employees, and agents and provide coverage for claims by one insured against another insured, or (b) contain an indemnity to principals clause providing that coverage will be extended to principals of the named insured for those liabilities and damages for which the named insured is obligated to indemnify such principal pursuant to a contract.
- Products Liability.** If the Services or Deliverables include providing, configuring, repairing, restoring, refurbishing, installing, or replacing products or parts, Service Provider shall maintain products liability insurance either on a stand-alone basis or as part of its general liability insurance coverage. If Service Provider's products liability insurance is provided on a stand-alone basis, Service Provider shall maintain coverage meeting the same requirements (including the additional insured or indemnity to principals clause) and limits as specified in [Section 2](#) (General Liability). Service Provider shall maintain products liability coverage during the term of the applicable PO and for a period of not less than three (3) years following Cisco's acceptance of the Services and/or Deliverables under the applicable PO.
- Errors and Omissions Liability (Professional Indemnity).** Service Provider shall maintain errors and omissions liability insurance (also known as professional indemnity insurance) with a minimum limit of five million dollars (US\$5,000,000) per occurrence or per claim and in the annual aggregate. Service Provider shall maintain the coverage detailed in this [Section 4](#) during the term of the applicable PO and for a period following Cisco's acceptance of the Services and/or Deliverables of not less than: (a) one (1) year for insurance maintained on an occurrence basis, and (b) three (3) years for insurance maintained on a claims-made basis.
- Network Security Liability/Privacy/Cyber.** Service Provider shall maintain network security liability/privacy/cyber insurance with a minimum limit of five million dollars (US\$5,000,000) per occurrence or per claim and in the annual aggregate. Service Provider shall maintain the coverage detailed in this [Section 5](#) during the term of the applicable PO and for a period following Cisco's acceptance of the Services and/or Deliverables of not less than: (a) one (1) year for insurance maintained on an occurrence basis, and (b) three (3) years for insurance maintained on a claims-



made basis. Supplier may maintain such insurance in a stand-alone policy or in the same policy that satisfies the errors and omissions liability insurance coverage requirement in [Section 4](#). If one and the same insurance policy satisfies this [Section 5](#) and [Section 4](#), such insurance policy must have a minimum limit of five million dollars (US\$5,000,000) per occurrence or per claim and in the annual aggregate.

6. **Fidelity Bond/Crime.** If Service Provider provides Services or prepares Deliverables on a customer's or third party's property, or if Service Provider possesses or controls Authorized Person funds (provided for purposes other than Cisco's payment of Service Fees for Services or Deliverables that Service Provider already provided or reimbursement for expenses Service Provider already incurred), then Service Provider shall carry a fidelity bond or crime insurance: (a) with limits of not less than one million dollars (US\$1,000,000), and not less than five million dollars (US\$5,000,000) if Service Provider possesses or controls Authorized Person funds, covering loss resulting from fraudulent or dishonest acts by Service Provider's employees or agents acting alone or in collusion with others, (b) including coverage for theft of an Authorized Person's property, and (c) including Authorized Persons as loss payees as their respective interests may appear.
7. **Property on the Premises.** In the event any Cisco-owned or customer-owned property is located on the Premises, including but not limited to Cisco Equipment, then Service Provider shall assume the risk of loss for such property, except to the extent loss of or damage to such property is directly caused by any negligent, reckless or willful act of Cisco, and Service Provider shall obtain insurance for loss of or damage to any such Cisco-owned or customer-owned property, for all losses including, but not limited to theft, loss, misappropriation or destruction caused by Service Provider, its employees, agents, members or consultants, whether acting alone or in collusion with others, and whether intentional or through negligence.
8. **Automobile Liability.** Service Provider shall carry automobile liability insurance, including coverage for bodily injury (including third-party passengers) and property damage, for all owned, hired (or rented), and non-owned vehicles used in the performance of Services or preparation of Deliverables with limits of liability of one million dollars (US\$1,000,000) or greater combined single limit for each accident.
9. **Certificates of Insurance.** Service Provider shall provide to Cisco certificates of insurance or other formalized evidence of the coverages required under this Agreement upon Cisco's request. If any required coverage is canceled, non-renewed, or exhausted, Service Provider shall promptly replace such policy with insurance meeting the terms and conditions set forth in this document so that no lapse in coverage occurs.
10. **Insurer Rights.** Service Provider shall ensure that any general liability insurance, products liability insurance, and automobile liability insurance required under this Agreement provide, by endorsement or otherwise, that Service Provider's insurance is primary insurance and that any other insurance afforded to Cisco, its Affiliates, and their officers, directors, employees, and agents will be excess only and non-contributing. Except where prohibited by law, Service Provider shall waive, and shall cause its insurers to waive, all rights of recovery or subrogation against Cisco, its affiliates, and their officers, directors, employees, agents, and insurers, but only to the extent of liabilities falling within Service Provider's indemnity obligations pursuant to the terms of this Agreement.
11. **Deductibles.** Service provider shall be responsible for all deductibles, self-insured retentions and any other form of self-insurance applicable to the insurance required herein.



12. **Subcontractors.** In addition to the insurance and limits set forth in subparagraphs (1) through (3) and (8) above, Service Provider shall also require all subcontractors to carry additional insurance coverage in types and amounts that are reasonable for the work such subcontractors will perform and the jurisdictions in which they will perform it. Service Provider shall cause subcontractors to provide to Cisco certificates of insurance upon Cisco's request.

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San Jose, CA

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Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
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