

INSURANCE REQUIREMENTS FOR USA

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 law in any state where Subcontractor provides Services under this Agreement, in insurance companies with an A.M. Best's Insurance Rating of A:VIII or better or as otherwise acceptable to Cisco, 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 and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation and, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over Subcontractor's employees. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000.

3. Commercial General Liability Insurance. Subcontractor shall maintain Commercial General Liability insurance covering all operations by or on behalf of Subcontractor arising out of or connected with this Agreement providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$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 insurance must provide for contractual liability coverage (for bodily injury, property damage, personal injury and advertising injury), cross liability coverage, products/completed operations coverage, and independent contractor's coverage. The "your work" exclusion in such insurance must except damage caused by work done by a subcontractor of the insured.

4. Foreign General Liability Insurance. If any of the Services performed pursuant to this Agreement are provided outside the United States and Canada (pursuant to an amendment extending the scope of the Agreement), Subcontractor shall maintain Foreign General Liability Insurance covering all operations by or on behalf of Subcontractor arising out of or connected with this Agreement providing

insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$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 insurance must provide for contractual liability coverage (for bodily injury, property damage, personal injury and advertising injury), cross liability coverage, products/completed operations coverage, and independent contractor's coverage. The "your work" exclusion in such insurance must except damage caused by work done by a subcontractor of the insured.

5. Automobile Liability Insurance. Subcontractor shall maintain Business Automobile Liability insurance, including bodily injury and property damage coverage for all vehicles used in the performance of the Services under this Agreement, including but not limited to all owned, hired (or rented) and non-owned vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit for each accident.

6. Errors and Omissions Liability Insurance (Professional Liability). Subcontractor shall maintain errors and omissions (professional liability) insurance covering negligent acts, errors and omission and wrongful acts in the performance of service, with limits of not less than \$5,000,000 per occurrence or per claim and \$5,000,000 in the annual aggregate. Such insurance shall include 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, Subcontractor shall continue to maintain such coverage for a period of three years following completion of and acceptance of the Services by Cisco.

7. Umbrella Liability and/or Excess Liability Insurance. Subcontractor shall maintain Umbrella Liability and/or Excess Liability insurance with limits of not less than \$5,000,000 each occurrence and \$5,000,000 in the annual aggregate in excess of the limits provided by Subcontractor's Employer's Liability, Commercial General Liability, Foreign General Liability (if applicable) and Automobile Liability insurance policies. The coverage terms of the Umbrella/Excess Liability insurance shall be as broad as the underlying Employer's Liability, Commercial General Liability, Foreign General Liability (if applicable) and Automobile Liability

insurance and shall provide coverage for contractual liability.

8. Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents shall be included as Additional Insureds for the Commercial General Liability, Foreign General Liability (if applicable) and Excess/Umbrella Liability insurance required to be maintained by Subcontractor under this Agreement, but only to the extent of liabilities falling within Subcontractor's indemnity obligations pursuant to this Agreement. Subcontractor's Commercial General Liability, Foreign General Liability (if applicable) and Excess/Umbrella Liability insurance shall be primary to and 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, but only to the extent of liabilities falling within Subcontractor's indemnity obligations pursuant to the terms of this Agreement.

9. Certificates of Insurance 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. The certificates of insurance shall reflect that the insurers issuing such coverage shall endeavor to provide Cisco with thirty (30) days prior written notice in the event of cancellation or nonrenewal of coverage. Any acceptance of insurance certificates by Cisco shall not limit or relieve Subcontractor of the duties and responsibilities with respect to maintaining insurance assumed by it under this Agreement.

10. 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.

11. Except where prohibited by law, and except with respect to the Errors and Omissions Liability Insurance, Subcontractor, its subcontractor(s) (regardless of tier) and their respective insurers 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.

12. 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 losses 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-