

## **INSURANCE REQUIREMENTS FOR RUSSIA**

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. Accident Insurance. Subcontractors shall maintain accident insurance for employees, covering accidents that occur in the course of performance of employment duties, in such limits as required by applicable laws and/or regulations or in such limits as maintained by companies of similar size with similar operations, whichever is higher.

3. General Liability Insurance. Subcontractor shall maintain general liability insurance (in the form of public liability, civil liability, commercial general liability, third party 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\$750,000 each occurrence and US\$1,000,000 in the annual aggregate. Such insurance must be on an "occurrence" basis and not "claims-made" basis.

4. Automobile Liability Insurance. Subcontractor shall maintain automobile liability insurance, including coverage for bodily injury and property damage, 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. The limits of liability shall not be less than the local currency equivalent of US\$25,000 combined single limit each accident, or whatever is required by local law or statute, whichever is higher. If injury to third party passengers of such vehicles is not covered by the above insurance, then Subcontractor shall maintain separate insurance to cover injury to such passengers.

5. 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. 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.

6. 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 intentional or through negligence.

7. The insurance required under this Agreement shall provide, by endorsement or otherwise, that it shall be primary insurance and that any other insurance maintained by Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, and agents shall be excess only and non-contributing. Except where prohibited by law, Subcontractor and its 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.

8. 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. 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.

*-End of Exhibit-*