

EXHIBIT C
INSURANCE REQUIREMENTS

[1] Commercial General Liability (CGL)

- \$1,000,000.00 each occurrence;
- (for outside plant/fiber “**OSP**”) \$2,000,000.00 each occurrence;

- \$100,000.00 damage to rented premises (each occurrence)
- (for OSP) \$300,000.00 damage to rented premises (each occurrence)

- \$10,000.00 medical expense (any one person)
- \$1,000,000.00 personal & adv injury limit

- \$2,000,000.00 general aggregate
- (for OSP) \$3,000,000.00 general aggregate

- \$2,000,000.00 products/comp operations aggregate

- \$500,000.00 EPLI
- (for OSP) \$1,000,000.00 EPLI

Prohibited Exclusions. The CGL policy shall not include any explosion, collapse, or underground property damage coverage exclusion (*i.e.*, ISO form CG 21 42 or CG 21 43 or equivalent).

Additional Insured Status. Additional insured status shall be provided in favor of Customer on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or equivalent providing the same scope of coverage to the extent permitted by law. **For purposes of this Article 3**, including the additional insured requirement, the term **equivalent** shall mean coverage for liability arising out of the Integrator’s work performed under this MSA and any applicable SOW—including coverage for the negligence or fault of the Customer and any other party required to be included by the MSA as to bodily injury or death of any employee or agent of the Integrator, including its Subcontractors, and further including ongoing and completed operations.

Primary/Noncontributing. The above policies shall be endorsed to provide primary and noncontributing liability coverage on ISO form CG 20 01 04 13 or equivalent with same scope of coverage.

[2] Automobile Liability*

- \$1,000,000.00 Combined Single Limit (each accident)
- (for OSP) \$2,000,000.00 Combined Single Limit (each accident)

**Integrator shall also obtain an insurance policy in sufficient amounts to cover its own exposure to loss for owned, rented, leased, or borrowed tools, equipment, machinery, or any of its property.*

[3] Excess / Umbrella Liability

- \$5,000,000.00 each occurrence; and
- \$5,000,000.00 aggregate.

[4] Worker's Compensation, including an “all states endorsement” and, where exposure exists, Federal Employee Liability, U.S. Longshoremen, and Harbor Workers, or Jones Act for statutory limits and minimum employer's liability limits of:

- Statutory Limits for Worker's Compensation;
- \$1,000,000.00 E.L. Each Accident;
- \$1,000,000.00 E.L. Disease – Each Employee;
- \$1,000,000.00 E.L. Disease – Policy Limit

[5] Other Insurance (applicable where checked)

- Completed Operations Liability Coverage
(at least one (1) year after final payment to Integrator).
- \$1,000,000.00 Tech E&O
- (for OSP) \$2,000,000.00 Tech E&O
- (for OSP) \$1,000,000 Pollution Liability on an occurrence basis and providing coverage for losses arising from or in any way related to sudden and/or gradual pollution conditions arising from the ongoing or completed Work of the Integrator.

[6] Professional Liability (applicable where checked). Integrator shall maintain professional liability insurance with a company reasonably satisfactory to Customer, which approval shall not be unreasonably withheld, including contractual liability insurance for liability assumed in this MSA, and including coverage for any of Integrator's Subcontractor (e.g., sub-consultant, on-site manufacturer reps, etc.), with the following limits:

- Limit of dollars \$5,000,000 per claim.
- General Aggregate of dollars \$5,000,000 for the professional services rendered.

Prior to the commencement of Services under an applicable SOW, Customer reserves the right to require Integrator to have a maximum deductible per occurrence. In any event, the insurance required under this Subsection [6] shall contain a retroactive date providing prior acts coverage that is sufficient to cover all Services that it or its sub-consultants perform under the subject SOW. Such insurance coverage shall be continued in effect for three (3) years following substantial completion of said Services. Likewise, Customer reserves the right to require Integrator to have a total deductible and self-insured retention maximum.

[7] Cybersecurity Coverage (applicable where checked).

The insurance policies, above, including any appropriate umbrella, shall contain adequate endorsements or riders to address situations where Integrator—which, under certain SOWs is redefined with the term “Integrator” or Integrator acting by and through “Integrator Personnel”—connects to **(a)** Customer’s Materials; **(b)** Customer’s System(s); **(c)** Customer’s WIP System(s) (part of Integrator’s Services); and/or **(d)** the Deliverable(s) (part of Integrator’s Services), as applicable, and recklessly, negligently or inadvertently introduces malware adversely affecting **(a)** through **(b)**, above, as those terms are defined in the MSA and further expanded in the applicable SOW. Such malware may include or be caused by—for illustration purposes only, and not limitation—viruses; ransomware; phishing; spyware; adware; exploits and exploit kits; fileless malware; macro malware; rootkits; supply chain attacks; tech support scams; trojans; unwanted software; worms; and coin miners. In the event malware is discovered and the source is reasonably determined to be Integrator or Integrator Personnel, the parties will put the appropriate carrier on notice and work together, in good faith, with cybersecurity and/or other experts and consultants, as necessary, to mitigate and secure Customer’s Materials/its System and/or any WIP System/Deliverable, and to otherwise prevent any further harm associated with such malware. **Prior to execution of this MSA, the parties shall discuss and review the insurance coverages, with insurance agents/brokers, as necessary, as required in this Exhibit C — including the endorsements or riders (and umbrella coverages) and the policy amounts relating to cybersecurity and intrusions by malware, as generally referred to above.**

Integrator shall furnish to Customer, before it commences Services, a copy of its professional liability policy evidencing the coverages required in this section. No policy shall be cancelled or modified without thirty (30) Days prior written notice to Customer.

[END OF DOCUMENT]