

## INSURANCE REQUIREMENTS

### 1. Definitions:

- **"Access"** means (a) to enter a location; or (b) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware).
- **"Affiliates"** means all entities that Control, are Controlled by, or are under common Control with Supplier or Brightspeed, where **"Control"** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least fifty percent (50%) of its voting securities, by contract, or otherwise. Brightspeed "Affiliates" are limited to subsidiaries under the direct and indirect Control of Brightspeed.
- **"Agreement"** means the master services agreement between supplier of Services or Products ("Supplier") and Connect Holding II LLC d/b/a Brightspeed ("Brightspeed"), and all exhibits thereto, Products and Services documentation, all applicable Orders, and any other contract between Supplier and Brightspeed that references the Supplier Portal.
- **"Customer Proprietary Network Information"** or **"CPNI"** means information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of Brightspeed; and information contained in the bills pertaining to their voice services.
- **"Domestic Communications"** or **"DC"** means: (a) Wire Communications or Electronic Communications, as defined by 18 U.S.C. § 2510, (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or (b) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
- **"Domestic Communications Infrastructure"** or **"DCI"** means any Brightspeed system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf ("COTS") software used for common business functions, e.g., Microsoft Office) used by, or on behalf of, Brightspeed to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Brightspeed has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.
- **"Hazardous Materials"** means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission.
- **"Order"** means any valid statement of work, order form, or any other ordering document signed by Brightspeed (and if applicable Supplier) to purchase Products and Services.
- **"Personal Data"** means information (regardless of form) that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly,

with a particular individual or household, and as may be further defined under Data Privacy Laws, and includes CPNI.

- **“Products”** means any and all goods and software specified in an Order.
- **“Supplier Portal”** means the Brightspeed portal containing policies, terms and conditions which are applicable to Supplier and its Personnel hereunder and is located at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.
- **“Services”** means any and all services provided by Supplier to Brightspeed, including but not limited to any Professional Services, support services, implementation services, and Subscription Services.
- **“U.S. Records”** means Brightspeed’s customer billing records, customer/subscriber information, personally identifiable information, Sensitive Personal Data (as defined by applicable data privacy Law), call detail records, internet protocol data records, Customer Proprietary Network Information, geolocation data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Brightspeed within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

**2. Application.** The insurance requirements set forth herein shall be applicable to all Suppliers engaged in the provision of Services or Products to Brightspeed or Brightspeed Affiliates. The insurance coverages and minimum limits outlined below are required unless expressly stated otherwise in the Agreement. Should there be any discrepancy between an insurance coverage or minimum limit required under this document and those set forth in the Agreement, the requirements of the Agreement shall control.

**3. General Insurance Requirements.** Without limiting the liabilities or indemnification obligations of Supplier, Supplier will, at its own cost and expense, secure and maintain the following minimum limits of insurance during the term of the Agreement:

(a) **Workers’ Compensation/Employer’s Liability.** Workers' Compensation in accordance with statutory requirements applicable in each state in which the work is to be performed. Employer's Liability or “Stop Gap” insurance with limits not less than \$1,000,000 each accident.

(b) **Commercial General Liability.** Commercial General Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering personal injury, bodily injury, property damage, products/completed operations, and independent contractors.

(c) **Commercial Automobile Liability.** Commercial Automobile Liability (including all owned, non-owned and hired vehicles) with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage.

(d) **Errors & Omissions/Cyber Liability:**

(i) If Supplier provides any technical or professional services, design services, software or software development, installation, or support, for Brightspeed or its Affiliates’ internal or other use or for resale to Brightspeed customers, Supplier will maintain Errors & Omissions Liability insurance covering acts, errors and omissions or any unintentional breach of contract arising out of Supplier's rendering or failure to render services with limits of not less than \$2,000,000 per claim.

(ii) If Supplier has Access to any Personal Data, DC, DCI, U.S. Records, or Brightspeed customer's confidential information, Supplier will maintain Cyber Liability insurance, including Network Security and Privacy Liability coverage, and extending coverage for losses arising from unauthorized access or use that results in identity theft or fraud, with limits of not less than \$2,000,000 per claim.

(iii) All such insurance required in 3(d)(i) and (ii) above will provide a retroactive date prior to the date of the Agreement and either (a) continuous insurance coverage for a period of two (2) years after termination of the Agreement, or (b) an extended reporting period of not less than two (2) years after termination of the Agreement.

(e) Excess/Umbrella Liability. Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 each occurrence.

(f) Commercial Crime/Employee Dishonesty Insurance. Commercial Crime, Employee Dishonesty Insurance with limits of not less than \$1,000,000 each occurrence covering all loss arising out of or in connection with any fraudulent act, dishonesty, disappearance and destruction, computer theft and funds transfer fraud. This coverage will include 3rd Party or Client Coverage for the benefit of Brightspeed.

(g) Property Insurance/Warehousemen's Legal Liability.

(i) If Supplier stores or maintains Brightspeed property, Supplier will secure and maintain "All-Risk" Property insurance on a replacement cost basis covering Brightspeed property while in Supplier's care, custody or control.

(ii) If Supplier provides warehousing services, Supplier will secure and maintain Warehousemen's Legal Liability insurance covering loss or damage to property of others while acting as a warehouse operator or as a bailee with limits of not less than \$1,000,000 per occurrence. Such insurance will be on a replacement cost basis and any loss or damage to Brightspeed property under the Agreement will be adjusted with Brightspeed.

#### **4 Additional Requirements**

(a) The insurance coverages required herein must be provided by a company, or companies, having an A.M. Best's rating of A-VII or better and a license to do business in each state where Supplier will perform work under the Agreement. Unless expressly stated otherwise, Supplier may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

(b) Supplier will require its subcontractors and agents to maintain proper insurance applicable to the type and scope of the Services to be performed.

(c) Insurers must waive subrogation against Brightspeed, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities for the policies described in subsections 3(a) Workers' Compensation and 3(b) Commercial General Liability and 3(c) Commercial Auto Liability unless such endorsement is prohibited by law or regulation;

(d) The policy described in subsection 3(b) Commercial General Liability will be primary and not contributory to insurance which may be maintained by Brightspeed; and

(e) Brightspeed, its Affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections 3(b) Commercial General Liability and 3(c) Commercial Auto Liability and 3(e) Excess/Umbrella Liability.

(f) Prior to commencement of work under the Agreement, Supplier will furnish to Brightspeed certificates of insurance or other commercially acceptable evidence providing compliance with the required insurance policies. Supplier will provide to Brightspeed a thirty (30) day written notice of any cancellation of insurance required above.

**5. Insurance Requirements for Construction Services:** If Supplier is providing services related to construction, the following additional insurance requirements apply:

(a) Errors & Omissions/Cyber Liability. If Supplier's Services include locate work, the insurance limits required under Section 3(d)(i) and Section 3(d)(ii) are both increased to \$5,000,000.

(b) Excess/Umbrella Liability. If Supplier's Services include excavation (regardless of size), the insurance limit required under Section 3(e) is increased to \$5,000,000 per occurrence.

(c) Pollution Liability. If the Supplier's Services include (i) excavation; (ii) the provision of fuel delivery or storage; (iii) the abatement of asbestos, lead or mold (or any like substance); or (iv) the detection, disposal, removal, remediation, transportation and/or storage of Hazardous Material or other toxic or dangerous wastes, substances, material, gas or particulate matter, Supplier must secure and maintain Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence or claim and \$2,000,000 annual aggregate and such policy must be endorsed to provide coverage for contractual liability with respect to liability assumed by Supplier under the Agreement. If applicable, such insurance will provide a retroactive date prior to the date of the Agreement and an extended claims reporting period continuing coverage for two (2) years after completion of the work.

**6. Insurance for Environmental Services:** If Supplier provides services related to Hazardous Material, HVAC, electronic waste, battery recycling, tank testing, asbestos, or the consignment, transfer or purchase of electronic equipment, the following additional insurance requirements apply:

(a) Commercial General Liability Insurance.

The limits of insurance required under Section 3(b) for Commercial General Liability are replaced with the following:

Each Occurrence \$1,000,000

General Aggregate Limit \$5,000,000

Products-Completed Operations Limit \$5,000,000

Personal and Advertising Injury Limit \$1,000,000

(b) Pollution Liability. If the Commercial General Liability insurance above does not cover Supplier's operations to clean up, remove, contain, and treat pollutants, Supplier will secure and maintain Pollution Liability insurance covering liability arising out of Supplier's operations performed under the Agreement with limits not be less than \$1,000,000 each claim and \$2,000,000 aggregate. If Supplier will transport or store Hazardous Material, the policy will include pollution coverage related to the transportation and long-term storage of Hazardous Material. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than three (3) years after the expiration or termination of the Agreement.

(c) Asbestos Abatement Coverage. In the event that Supplier will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate. In the event that Supplier will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than three (3) years after the expiration or termination of the Agreement.

(d) Errors & Omissions Liability. If the Services require Supplier to test, analyze or monitor for pollution conditions, Supplier will maintain Errors & Omissions liability insurance covering acts, errors and omissions arising out of Supplier's operations or services, with limits of not less than \$1,000,000 per claim, and including coverage for contractual liability with respect to liability assumed by Supplier hereunder. If the policy is a claims made form, such insurance will provide a retroactive date prior to the start of Services under the Agreement and an extended claims reporting period of not less than three (3) years after the expiration or termination of the Agreement.

**7. Insurance for electronic waste disposal or electronic recycling services:** If Supplier provides electronic waste disposal or electronic recycling services, the following additional insurance requirements apply:

(a) Contractors Pollution Liability (CPL). Supplier shall obtain a Contractors Pollution Liability (CPL) policy which provides coverage for all operations being performed by Supplier on behalf of Brightspeed. The policy shall provide the following for both Sudden & Accidental / Gradual Pollution Conditions. Minimum limits accepted will be \$5,000,000 each pollution condition/\$10,000,000 policy aggregate. Coverage shall provide the following:

- (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death (with no requirement that the mental anguish be as a result of physical injury);
- (ii) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof; diminution in value and the loss of use of tangible property that has not been physically injured or destroyed;
- (iii) clean-up costs;
- (iv) defense including costs, charges and expenses incurred in the investigation, adjustment of defense of claims for such compensatory damages;

- (v) coverage for civil fines, civil penalties, civil assessments and punitive, exemplary, treble damages where insurable by law;
- (vi) coverage for transportation including loading/unloading at & beyond the job site;
- (vii) blanket coverage for non-owned disposal sites used by the Supplier in performance of work;
- (viii) CPL coverage including Non-Owned Disposal Sites & Transportation shall be written on an Occurrence Based policy form. If coverage is written on a Claims Made & Reported Form, the Retroactive Date shall be, at a minimum, prior to the execution date of the contract with Brightspeed and shall not be advanced at any policy renewal. In addition, coverage, under a Claims Made & Reported form shall include a ten (10) year Extended Reporting Period or the Supplier shall confirm (or be contractually required) to evidence continuation of coverage for ten (10) consecutive years (with no advancement of Retroactive Date);
- (ix) all coverage provided under the CPL policy shall be endorsed to (1) include Brightspeed as an Additional Named Insured; (2) provide a Waiver of Subrogation and (3) be Primary & Non-Contributory to any coverage carried by Brightspeed.

(b) Disposal Sites selected by the Supplier shall be required to carry:

- (i) Pollution Legal Liability. At each renewal and from each disposal site, Supplier shall secure, from the Non-Owned Disposal Site (NODS), and shall provide to Brightspeed a copy of the certificate of insurance, from the NODS certifying Pollution Legal Liability coverage in the amount of not less than \$5,000,000 each pollution condition/\$10,000,000 policy aggregate. Coverage shall be maintained, by each disposal site selected to receive disposal of e-waste, for a minimum of ten (10) years and shall include Brightspeed as an additional insured, provide a Waiver of Subrogation, and be Primary/Non-Contributory to any coverage carried by Brightspeed.

**8. Insurance Requirements for Building Maintenance Services.** If Supplier is providing Services related to building maintenance, the additional insurance requirements apply:

- (a) Pollution Liability. If the Service includes (i) the provision of fuel delivery or storage; (ii) the detection, disposal, removal, remediation, transportation and/or storage of Hazardous Material or other toxic or dangerous wastes, substances, material, gas or particulate mater; (iii) work on roofing systems (only if the roofing materials contain asbestos or other Hazardous Materials); (iv) work on HVAC systems (only if the HVAC materials are or contain Hazardous Materials such as freon); (v) pest control; (vi) chemical water treatment; (vii) fire suppression; or (viii) work on window systems or insulation (only if the window or insulation materials contain asbestos or other Hazardous Materials), Supplier shall secure and maintain Contractor's Pollution Liability in an amount not less than \$1,000,000 per occurrence or claim and \$2,000,000 annual aggregate and such policy must be endorsed to provide coverage for contractual liability with respect to liability assumed by Contractor under the Agreement. If applicable, such insurance will provide a retroactive date prior to the date of this Agreement and an extended claims reporting period continuing coverage for three (3) years after completion of the Work.

- (b) Asbestos Abatement Coverage. In the event that Supplier will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim

and \$2,000,000 aggregate. In the event that Supplier will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.