

Extreme Networks India Private Ltd.

Insurance Requirements for Suppliers (for India only)

Description of Coverage, Limits and Specific Endorsement Requirements

Without limiting any of the obligations or liabilities of Supplier, Supplier shall maintain, at Supplier's expense, insurance policies of the kind and with the limits, at a minimum, as listed below. Supplier is responsible for any and all deductibles on all such insurance policies. All policies written on an "occurrence form" shall be maintained in effect during the term of this Agreement. All policies written on a "claims made form" shall be maintained in effect during the term of this Agreement and for a minimum of two years following the termination of this Agreement. Each required policy will not be cancelled or reduced, so as not to comply with the foregoing requirements, without at least thirty (30) days prior written notice to Extreme.

Workers' Compensation – All Statutory State(s) of Operations

- Workers' Compensation: In compliance with the laws and statutes of the Country (or Countries) of Operation
 - Supplier and its employees are not entitled to Workers' Compensation benefits afforded to Extreme's employees and, therefore, Supplier shall not pursue any Workers' Compensation-related claims against Extreme, regardless of the level of Workers' Compensation coverage maintained by Supplier.
 - Supplier hereby expressly waives any and all claims for unemployment benefits and/or claims for Workers' Compensation benefits.
 - The policy shall include a waiver of subrogation in favor of Extreme Networks India Private Ltd.
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Commercial or Comprehensive General Liability (*must be written on an "occurrence form"*)

- Bodily Injury/Property Damage: INR 71,000,000 per Occurrence / INR 71,000,000 Annual Aggregate
- Personal Injury/Advertising Injury: INR 71,000,000 per Occurrence / INR 71,000,000 Annual Aggregate

- Must include the following coverage:
 - Premises/Operations
 - Products/Completed Operations
 - Broad Form Contractual Liability
 - Broad Form Property Damage
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Automobile Liability for Owned, Non-Owned, and Hired Vehicles *(If Supplier will use an auto in the rendering of its services under this Agreement)*

- Bodily Injury/Property Damage: INR 71,000,000 Combined Single Limit
 - (Non-owned liability is acceptable if Supplier does not own vehicles)
 - Broad form named insured coverage or endorsements applicable to Extreme
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Errors and Omissions Insurance and Cyber Insurance

- Supplier shall carry Errors & Omissions (also known as Professional Liability) insurance with an amount of not less than INR 71,000,000 for each claim and in the aggregate. This policy shall provide coverage for claims arising out of the services provided under this Agreement by the Supplier and/or its subcontractors.
 - Supplier shall carry Cyber insurance in an amount of not less than INR 71,000,000 for each claim and in the aggregate. This policy shall provide coverage for claims arising out of the services provided under this Agreement by the Supplier and/or its subcontractors.
 - Such policy shall include coverage for cyber liabilities including network security and privacy liability, as well as related fines and penalties.
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Other Insurance Obligations

- Extreme Networks India Private Ltd. shall be an Additional Insured on Supplier's Commercial or Comprehensive General Liability and Automobile Policies (if auto is applicable).

- Extreme Networks India Private Ltd. shall be made an Additional Insured by endorsement through ISO form CG 20 10 03 97, or another equivalent form or endorsement acceptable to Extreme.
- Supplier's insurance shall be primary and first to respond with respect to any loss, claim, expense, or liability of Extreme arising out of or involving Supplier, Supplier's work or Supplier's products.
- Any valid and collectible insurance or self-insurance maintained by or on behalf of Extreme shall be excess of Supplier's insurance and non-contributing with it.
- Supplier waives any and all rights of subrogation against Extreme in connection with any matters subject to insurance.
- The insurance requirements listed herein are minimum standards. Limits and coverage may be changed if mutually agreed to in writing by Supplier and Extreme. Failure of Supplier to comply with the agreed-upon insurance requirements is a material breach of this Agreement.
- Supplier shall provide Extreme, upon execution of this Agreement, Certificates of Insurance evidencing such coverage. Supplier also agrees to provide, at Extreme's request, Certificates of Insurance for future policy periods while this Agreement is in effect. Certificates of Insurance (or electronic copies) must be sent via email to:
 - **Email:** corp_procurement@extremenetworks.com

Insurance Carrier Requirements

- Insurance must be placed with insurers having an AM Best's Rating of no less than A- and FSC VIII or the equivalent and must be licensed to do business in all states of operation and in California.
- Use of any insurance carrier that does not meet these requirements must be approved in writing by Extreme's legal department.