

Extreme Networks, Inc.

Insurance Requirements for Suppliers

Description of Coverage, Limits and Specific Endorsement Requirements

Without limiting any of the obligations or liabilities of Contractor, Contractor shall maintain, at Contractor's expense, insurance policies of the kind and with the limits, at a minimum, as listed below. Contractor 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 (USA) – All Statutory State(s) of Operations

- The policy shall include an "Other States Coverage."
- The policy shall be in compliance with applicable statutory limits of all relevant jurisdictions.
- The policy shall include Employer's Liability coverage: \$1,000,000

Workers' Compensation (Other than USA)

- In compliance with the laws and statutes of the Country (or Countries) of Operation
- Alternate Employer Endorsement applicable to any Company personnel
- Contractor is not entitled to Workers' Compensation benefits afforded to Extreme's employees and, therefore, Contractor shall not pursue any Workers' Compensation-related claims against Extreme, regardless of the level of Workers' Compensation coverage maintained by Contractor. Contractor 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, Inc.

Commercial or Comprehensive General Liability (must be written on an "occurrence form")

- Bodily Injury/Property Damage: \$1,000,000 per Occurrence / \$2,000,000 Annual Aggregate

- Personal Injury/Advertising Injury: \$1,000,000 per Occurrence / \$2,000,000 Annual Aggregate
- Must include the following coverages:
 - Premises/Operations
 - Products/Completed Operations
 - Broad Form Contractual Liability
 - Broad Form Property Damage
- Extreme Networks, Inc. shall be named as an Additional Insured

Automobile Liability for Owned, Non-Owned and Hired Vehicles

- Bodily Injury/Property Damage: \$1,000,000 Combined Single Limit
- (Non-owned liability is acceptable if Contractor does not own vehicles)
- Broad form named insured coverage or endorsements applicable to Company

Property Insurance, Inland Marine

- Applicable to all property of Company in Contractor's possession, custody or control
- Special Cause of Loss form
- Coverage for full replacement value of all Company property in Contractor's possession, custody or control
- Company shall be designated loss payee in connection with property of Company in Contractor's possession, custody or control

Professional Liability (Errors and Omissions) and Cyber Insurance

- Contractor shall carry Errors & Omissions (also known as Professional Liability) insurance with limits of not less than \$1,000,000 per claim and annual aggregate. This policy shall provide coverage for claims arising out of the services provided by the Contractor and/or its subcontractors.
- Contractor shall carry Cyber insurance with limits of not less than \$1,000,000 per claim and annual aggregate. This policy shall provide coverage for claims arising out of the services provided by the Contractor and/or its subcontractors, including liabilities related to network security, privacy, and related fines and penalties.

Other Insurance Obligations

- Extreme Networks, Inc. shall be an Additional Insured on Contractor's Commercial or Comprehensive General Liability and Automobile Policies (if auto is applicable).
- Extreme Networks, Inc. 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.
- Contractor'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 Contractor, Contractor's work or Contractor's products.
- Any valid and collectible insurance or self-insurance maintained by or on behalf of Extreme shall be excess of Contractor's insurance and non-contributing with it.
- Contractor 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 Contractor and Extreme. Failure of Contractor to comply with agreed upon insurance requirements is a material breach of this Agreement.
- Contractor shall provide Extreme, upon execution of this Agreement, Certificates of Insurance evidencing such coverage. Contractor 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

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.