

Qwest Supplier Insurance Requirements

Supplier will at all times while it has obligations outstanding under an Order, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having at a minimum a "Best's" rating of A - VII. Supplier will not commence any work under the Order until Supplier has fulfilled all insurance requirements. Supplier will require its subcontractors and agents to maintain the same insurance coverage listed below. If an Order includes higher insurance requirements than those listed below, Supplier and its subcontractors and agents must maintain the higher coverage.

1. WORKERS' COMPENSATION INSURANCE.

Workers' Compensation Insurance with statutory limits as required in the State(s) of operation and providing coverage for any employee entering onto Qwest premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident.

2. COMMERCIAL GENERAL LIABILITY INSURANCE.

Commercial General Liability Insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of the Order, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by Supplier under the Order. The limits of insurance will not be less than:

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000

3. AUTOMOBILE LIABILITY INSURANCE.

If motor vehicles are used during performance of the Order, Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

4. ERRORS & OMISSIONS LIABILITY INSURANCE.

4.1 Professional Services. If Supplier provides design services or software development, installation, or support, either for Qwest internal use or for resale to Qwest customers, Errors & Omissions Liability Insurance covering acts, errors and omissions arising out of Supplier's operations or services, and if applicable, including loss arising from unauthorized access or use that results in identity theft or fraud, with limits of not less than \$1,000,000 per claim. Such insurance shall provide a retroactive date prior to the date of the Order and either (a) continuous insurance coverage for a period of 2 years after termination of the Order, or (b) an extended reporting period of not less than 2 years after termination of the Order.

4.2 Interpretation Services.

(a) If Supplier provides language interpretation services for (i) any medical or healthcare information or (ii) emergency services, including but not limited to E-911, police, fire, or ambulance, then the insurance required under 4.1 above is replaced as follows: Errors & Omissions Liability Insurance covering acts, errors and omissions of Supplier with limits of not less than \$2,000,000 per claim and endorsed to provide coverage for bodily injury and property damage with respect to liability assumed by Supplier under the Order. The insurance shall cover Supplier's independent contractors or subcontractors that provide translation services under the Order. Such insurance shall provide a retroactive date prior to the date of the Order and either (1) continuous insurance coverage for a period of 3 years after termination of the Order, or (2) an extended reporting period of not less than 3 years after termination of the Order.

(b) If Supplier will manage, analyze or configure E-911 data or systems, the insurance required under 4.1 above is replaced as follows: Errors & Omissions Liability Insurance covering acts, errors and omissions arising out of Supplier's operations or services in the amount of \$10,000,000 per claim in the aggregate. The insurance shall include bodily injury and property damage resulting from the failure to properly manage, analyze or configure E-911 emergency systems or data as required under the Order. Such insurance shall provide a retroactive date prior to the date of the Order and either (i) continuous insurance coverage for a period of 3 years after termination of the Order, or (ii) an extended reporting period of not less than 3 years after termination of the Order.

5. COMMERCIAL CRIME, EMPLOYEE DISHONESTY INSURANCE OR FIDELITY BOND.

5.1 Services. If: (a) the Purchases involve access to Qwest customer accounts or customer information, (b) Supplier accepts payment from third parties for Qwest products and services, or (c) Supplier has access to Qwest or Qwest customer premises, Supplier will provide Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts including theft, destruction, wire transfer, computer fraud or fraudulent manipulation of accounting or personnel records resulting in loss of money, securities or other property in an amount not less than \$1,000,000

5.2 Property. If Supplier provides storage for Qwest-owned property, Supplier will provide Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts committed by Supplier personnel or third parties, acting alone or with others in the amount of not less than \$1,000,000.

6. PROPERTY INSURANCE.

If Supplier provides storage for Qwest-owned property or products, Supplier shall provide either (a) "All-Risk" property insurance on a replacement cost basis covering Qwest property in Supplier's care, custody or control or (b) 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.

7. INSURANCE LIMITS AND CERTIFICATES.

The insurance limits required above may be obtained through any combination of primary and excess or umbrella liability insurance. Supplier will forward to Qwest certificate(s) of such insurance upon request. The certificate(s) will provide that: (a) for Commercial General Liability and Automobile Liability insurance, Qwest be named as an additional insured(s) as its interest may appear with respect to the Order; (b) 30 days prior written notice of cancellation, material change or exclusions to the policy will be given to Qwest; and (c) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest.