

INSURANCE REQUIREMENTS:

1. Tenant shall carry insurance policies issued by an insurance carrier licensed to operate in the State of New York (with an A.M. Best rating of A or better) to protect ECS as named or additional insured from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The insurance coverage shall have the following minimum limits:
 - a. Worker's compensation insurance as required by statute and employee liability insurance with limits of not less than \$1 million;
 - b. Commercial general liability insurance, including but not limited to, products liability and complete operations, contractual liability and independent contractor liability for a combined single limit of no less than \$2 million per occurrence;
 - c. Excess liability insurance in an umbrella form of not less than \$2 million excess of coverage specified in (a) above;
 - d. Commercial automobile liability coverage of not less than \$2 million combined single limit for each occurrence.
2. The policies shall contain the following provisions:
 - a. 60 days' prior written notice to ECS of cancellation, modification, expiration or non-renewal.
 - b. Under the commercial general liability policy, ECS, and Verizon New York, Inc. ("Verizon") solely in its capacity as ECS's parent corporation, their respective officers, representatives, agents and employees shall be included as additional insureds.
3. The insurance provided by Tenant is primary insurance to the full limits of liability as stated, and that any insurance carried by any additional insureds against losses covered by Tenant's insurance shall be considered excess insurance and shall not be called upon to contribute until the limits of Tenant's insurance are exhausted.
4. Tenant shall require all of its contractors and/or subcontractors performing Work in the Conduit System to obtain the same insurance coverage as set forth in this Agreement, and to deliver to ECS and Verizon certificates of insurance naming ECS, Verizon, its subsidiary and affiliate companies, or their employees, agents or contractors as additional insured on such policies.
5. All insurance must be effective and certificates of insurance shall be delivered to ECS before execution of this Agreement, and renewal certificates shall be

delivered to ECS within ten (10) days to the expiration of the term of each policy. Copies of certificates of insurance and all notices thereunder shall be delivered to ECS at 140 West Street, 19th Floor, New York, New York 10007, Attn: ECSC Manager, and to Verizon at 1095 Avenue of the Americas 32nd Floor, New York, New York, Attn: Risk Management.

6. The insurance provided by Tenant shall not affect Tenant's obligations under this Agreement and the limits of such insurance shall not constitute a limit on the Tenant's liability under this Agreement. The indemnification obligations of Tenant shall not be limited in any respect by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant under workmen's compensation acts, disability benefits acts or other employee benefit acts.
7. Tenant shall promptly advise ECS of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the installation, maintenance, repair, replacement, presence, use or removal of Tenant's Facilities. Copies of all accidents reports and statements made to the insurer by Tenant, or others, shall be furnished promptly to ECS.
8. In lieu of the above requirements, Tenant may submit to ECS annually a written statement that it is self-insured up to the limits of the primary general liability coverage set forth above, provided that Tenant can demonstrate that it has an S&P, Moody's or Fitch bond rating of AA, or better.
9. Failure to provide the above insurance requirements shall be grounds for denying Tenant access to the Conduit System.