

**Minimum Insurance Requirements for Alaska Communications (“ACS”) Suppliers**

A Supplier engaged to provide products and/or services for Alaska Communications or any ACS affiliate, shall secure and maintain at its expense during the term of the agreement and/or engagement and for a period of four years following termination of the agreement and/or engagement the following coverages:

Commercial General Liability insurance (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury) with limits of at least \$2,000,000, combined single limit for each occurrence.

Commercial Automobile Liability insurance with limits of at least \$2,000,000 combined single limit for each accident covering all owned, non-owned hired and leased vehicles.

Workers' Compensation insurance, in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits of not less than \$1,000,000 each accident/disease/policy limit.

Cyber Liability insurance with limits of at least \$1,000,000 for each occurrence if Supplier has access to Customer Proprietary Network Information (“CPNI”), Personally Identifiable Information (“PII”) and/or Payment Card Information (“PCI”) records.

A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. THE REQUIRED MINIMUM LIMITS OF COVERAGE SHOWN ABOVE, HOWEVER, WILL NOT IN ANY WAY RESTRICT OR DIMINISH SUPPLIER'S LIABILITY UNDER THIS AGREEMENT.

Professional Liability/Errors and Omissions insurance, with limits of not less than \$2,000,000 each claim.

Supplier represents and warrants that it will obtain upon or prior to the effective date of the agreement or commencement of any services for ACS or any ACS affiliate a policy or policies of insurance from an insurer(s) that (i) is licensed, authorized or permitted to do business in the state(s) where service is to be provided, and (ii) has a Best's Rating “A- VII” or better. Except for with respect to Workers' Compensation, Employer's Liability and Errors & Omissions, Supplier shall deliver a Certificate of Insurance on which ACS and Affiliates are named as additional insureds and listed as a Certificate Holder. Supplier's insurer or its authorized representative shall provide no less than thirty (30) days prior written notice of intent to non-renew, cancellation or material adverse change, except ten (10) day notice for nonpayment of premium shall apply.

Supplier shall waive its rights of subrogation against ACS for all claims, as permitted by law.

Supplier agrees that Supplier's policy is primary and non-contributory with any insurance or program of self- insurance that may be maintained by ACS or its affiliates.

Supplier is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon Supplier's liability.