

General Purchase Order Terms and Conditions for JBT Purchases (U.S.)

The JBT purchasing entity identified on the face of this purchase order ("**Buyer**") agrees to purchase, and the non-JBT selling entity ("**Seller**") agrees to sell, the goods, materials, equipment, mass market available software, tooling and parts ("**Items**") and provide the work and services ("**Services**", and collectively with the Items, the "**Goods**") described in this purchase order, including in any agreement, document, drawing or schedule referred to or incorporated by reference herein, and all subject to the following terms and conditions (collectively, the "**Order**"):

1. **ORDER CONFIRMATION.** Seller warrants that the Order prevails over and excludes any of Seller's terms and conditions of sale and any general terms and conditions of trade unless expressly agreed to in writing by the parties. This Order shall be deemed confirmed and shall be a binding contract for the sale of the Goods upon the first to occur of the following events: (a) Seller or its agent executing and delivering an acknowledgment copy of this Order to Buyer, (b) Seller commencing performance by shipping or delivering Items or performing Services, (c) Seller or its agent otherwise acknowledging or agreeing to this Order in writing, or (d) unless rejected in writing by Seller within three (3) business days after this Order is placed. Order confirmation is strictly limited to the terms of this Order and Buyer hereby rejects any different or additional terms contained in any response (including, without limitation, shipping, warehouse or delivery notes), receipt, invoice or similar document related to this Order.

2. **PRICE.** In the event the parties previously entered into an agreement in writing pursuant to which they are now executing this Order, including an agreement for the price of the Goods, such document is hereby incorporated herein, and the pricing terms set out therein shall prevail in the event of any conflict with the pricing terms of this Order. No extra fees or charges shall be accepted in addition to the price and prices are not subject to increase unless otherwise agreed by the parties in writing. Seller agrees to provide all properly completed customs invoices, declarations and evidence of export/import as may be reasonably requested by Buyer. Seller represents that the prices are and will remain competitive, non-discriminatory and no higher than those charged for services or goods similar to the Services or Goods for customers similar to the Buyer.

3. **CHANGES AND CANCELLATION.** Buyer may request changes to an Order before the Goods are delivered. Seller will use its best efforts to comply with any such Order change request. The parties will negotiate a fair adjustment to the price and/or schedule, as needed, if Seller can demonstrate that the change will increase its costs or affect its ability to complete the Order on time or if Buyer can demonstrate that the change will reduce cost. Buyer may cancel all or part of this Order with respect to any Goods not yet delivered by providing Seller with three (3) calendar days prior written notice. Upon such notification, Seller will promptly take all reasonable steps to minimize costs due to such cancellation. As Seller's exclusive remedy, Buyer will pay to Seller its unavoidable costs incurred before receiving written notice of cancellation that Seller can reasonably document. In no event will Buyer be responsible for Seller's loss of anticipated or actual profits or loss of business.

4. **FACTORY INSPECTION.** Buyer shall have the right to inspect and test the Goods at Seller's plant or other place of manufacture. Notwithstanding any such inspection or test, the Goods are subject to Buyer's final inspection and acceptance after delivery. If rejected, the Goods will be held for disposal at Seller's risk and expense. No inspection, testing, acceptance of any part or all of the Goods or payment shall relieve Seller from responsibility for furnishing Goods conforming to the requirements of this Order, nor prejudice any claim or right Buyer may have for defective or non-conforming Goods, delays in delivery, or other non-compliance with Order.

5. **DELIVERY.** Seller shall deliver the Goods to Buyer as per the terms stated on the face of this Order. If delivery terms are not specified, they will be (a) EXW Incoterms 2020 for intracountry transactions, and (b) FCA Incoterms 2020 for international transactions. Title and risk of loss shall pass to the Buyer at the time of delivery of the Goods. Seller warrants that all bills of lading, customs documents and other documentation provided by Seller in connection with the Goods will be accurate.

6. **OWNERSHIP.** Unless otherwise stated on the face of this Order, Buyer shall exclusively own all right, title and interest (including ownership of intellectual property rights) in and to all Goods that are conceived, made, discovered, developed, reduced to practice, written or created by Seller and/or its personnel alone or jointly with third parties under this Order, whether completed or in process, including documents and changes to specifications or processes related to the Goods, with the right to make any extensions and renewals thereof in the name of the Buyer (collectively, "**Buyer IP**"). Seller hereby transfers, grants, conveys and assigns to Buyer all right, title and interest in the Buyer IP and represents and warrants to Buyer that (a) it has the right to make such transfer, grant conveyance and assignment, (b) the Buyer IP does not infringe any other intellectual property rights, and (c) no conditions exist that would interfere with Buyer's ownership or exercise of ownership rights of the Buyer IP. Seller further grants to Buyer, and Seller shall ensure that all subcontractors grant to Buyer, an irrevocable, nonexclusive, fully paid-up, assignable, and sublicensable, worldwide license to any of its/their background intellectual property necessary for Buyer to fully enjoy the Buyer IP. Any Buyer IP that may be considered copyrightable works or works capable of being the subject of an intellectual property right shall be deemed "works made for hire" or commissioned by the Buyer for all purposes of copyright and other intellectual property law, and the copyright and other intellectual property rights shall belong solely to Buyer. Seller shall obtain, at its expense, such assignments to Buyer and any other documentation from Seller's personnel as are necessary to effectuate the ownership transfer specified herein.

For sake of clarity, all drawings, specifications, reports, records, documents, code, data, database, access mechanism and other materials prepared by Seller and its personnel in the performance of this Order shall be the property of Buyer and shall

be delivered to Buyer upon request or upon the termination of this Order, and Seller shall have no claim for further employment, engagement or additional compensation as a result of the exercise by Buyer of its full rights of ownership hereunder. Seller shall ensure that all subcontractors provide for assignment to Buyer of any documents or materials prepared by them, and in the event Seller fails to secure such assignment, Seller shall indemnify Buyer for all damages resulting therefrom. Nothing in this Agreement shall be construed as granting to Seller a license to or any ownership rights in any intellectual property owned and/or used by Buyer.

7. **PRODUCT INFORMATION.** Upon the execution of this Order, Seller shall provide to Buyer current, complete and accurate data and information for all Goods, including but not limited to regulatory compliance information, certification, Goods sale restrictions, country of origin information, and other information relating to or required by the Compliance section below or as reasonably requested by Buyer (collectively, "**Product Information**"). Seller shall annually or upon other request, review and promptly approve and certify to the accuracy of Product Information and data provided to Buyer. Further, Seller shall promptly provide Buyer with any revised Product Information prior to changes or requirements becoming applicable that affect, restrict or prohibit Buyer (or Buyer's customers) from selling, lending, hiring, storing, shipping or otherwise using Goods.

8. **MANUALS.** Seller shall, free of charge, deliver to the Buyer, at such times as may be agreed but no later than upon delivery of the Goods, all technical documentation related to the Goods, such as operating and maintenance manuals, drawings, technical data sheets, product safety sheets and any other supporting documentation which are necessary to permit the Buyer to sell, hire, lend, operate and/or maintain the Goods. Such documentation shall be supplied in the requested formats, languages and number of copies. Seller shall, at the Buyer's request, deliver certificates of conformance and compliance and such other documents as may reasonably be required by Buyer or Buyer's customer in connection with the sale, hire, use or maintenance of the Goods.

9. **PAYMENT TERMS.** Unless otherwise stated on the face of this Order or required by local law, Seller shall send itemized invoices within thirty (30) days after delivery of Goods and Buyer will pay Seller's invoice within ninety (90) days after receipt via bank check, electronic payment, bank transfer, credit card or other means agreed to by the parties in writing. If Buyer disputes any portion of a Seller invoice in good faith, such disputed amounts are not due until resolution of the dispute and will not be considered late, a breach, grounds for Seller to suspend obligations, nor cause for any fees, penalties or interest to become due. If Seller is performing Services at a Buyer (or Buyer's customer) site, payment shall not be due until Seller has delivered such releases or waivers of all claims or encumbrances over Goods, including any liens, as Buyer may reasonably require.

10. **DELAYS/FORCE MAJEURE.** Time is of the essence in this Order and Buyer may immediately terminate the Order by giving written notice thereof to Seller in the event Seller exceeds any date or time period herein. Notwithstanding the foregoing sentence, if either party (the "**Impacted Party**") is unable to comply with this Order because of unforeseeable and unavoidable external events beyond its reasonable control, that could not have been reasonably anticipated at the time of the execution of the contract and are not a result of the Impacted Party's actions (each, a "**Force Majeure Event**"), it will (a) promptly notify the other in writing, (b) minimize the disruption caused by the Force Majeure Event, and (c) make best efforts to restore its ability to perform within ten (10) business days or as soon thereafter as possible. For avoidance of doubt, the Force Majeure Event shall only relieve the Impacted Party's obligations to the minimum extent the Impacted Party is prevented from performance. The non-Impacted Party shall have priority over, or at a minimum shall be treated at parity with, third parties if the Impacted Party's resources or supplies are limited. If the inability to perform continues for more than thirty (30) calendar days, the non-Impacted Party may terminate this Order immediately without costs or penalty by giving written notice to the Impacted Party. Unexpected cost increases caused by events or changing market conditions, stoppage or hindrance caused by labor strikes or work slowdowns, or other industrial disputes or job actions at a facility owned or operated by a party or its affiliate(s) are not uncontrollable events which entitle a party to be deemed an Impacted Party. For purposes hereof, "affiliate" means any company directly or indirectly controlling, controlled by or under common control with the respective party.

11. **CORRECTIVE ACTIONS.** Seller must immediately notify Buyer, in writing, of any potential or actual stop ship, recall, defective raw material or part, or regulatory action involving a Good sold by Seller to Buyer ("**Product Regulatory Action**"). Buyer may itself, and if requested by Buyer, then Seller shall, at Seller's expense, immediately notify all Buyer's customers who, according to Buyer's records, have received or are scheduled to receive Goods subject to a Product Regulatory Action. In addition, Seller shall bear the expense of the return and/or replacement and/or repair of the items subject to a Product Regulatory Action. Buyer shall have the right at Seller's expense to return to Seller (and to be issued a corresponding refund for) all of Buyer's inventory of Goods subject to a Product Regulatory Action.

12. **BUYER PROPERTY.** If Buyer lends Seller any machinery, equipment, tools, jigs, dies, patterns, drawings, specifications or samples in connection with this Order (collectively, "**Buyer Property**") such items shall remain the property of Buyer, unless otherwise stated on the face of this Order, and Seller will maintain them in good condition, ensure they remain free of any liens, encumbrances or security interests, use them only in connection with this Order, and return them to Buyer or otherwise dispose of them as Buyer directs. Use of any Buyer Property does not relieve Seller of any obligations under this Order.

13. **AUDITS.** From time to time during the pendency of this Order and for five (5) years following completion of this Order, Buyer may audit Seller's books and records relating to the production of Goods under this Order in order to verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to this Order (a "**Financial Audit**"). From

time to time, Buyer may also audit Seller's facilities involved with production of Items under this Order to evaluate compliance with the specifications and other regulatory or supply chain security requirements of this Order (together with Financial Audits, "**Audits**"). Buyer may conduct Audits itself or through third-party representatives. Any Audits will be conducted upon reasonable advance written notice, during normal business hours, and so as to not unreasonably interfere with Seller's operations.

14. CONFIDENTIALITY. This Order and related information transmitted by the disclosing party to the receiving party may contain confidential or proprietary, non-public information of the disclosing party, its subsidiaries or affiliates. Such information includes, without limitation, pricing and quantity information, specifications, information marked "Confidential", and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. For a period of five (5) years after the transmission of the relevant Order or information, the receiving party shall hold such information in confidence, utilize such information solely for purposes of performing under this Order, and not disclose such information without the disclosing party's prior written consent **(a)** to a third party, or **(b)** internally to those without a need to know it. If the parties have executed an agreement regarding the protection of proprietary information (eg: a Confidentiality Agreement, Non-Disclosure Agreement or confidentiality provision in an incorporated agreement), such agreement shall control in the event of any conflict with, and shall supplement, the terms of this section.

15. WARRANTIES. In addition to any warranties in an incorporated document, Seller warrants that all Goods will **(a)** comply with all applicable specifications, drawings, descriptions or samples furnished and in accordance with all other requirements of this Order; **(b)** not infringe any third-party rights, including any intellectual property rights, **(c)** comply with all applicable laws, regulations and industry standards, **(d)** as it relates to any software used or delivered hereunder, such software has been properly tested and is free from all viruses and other malicious code, **(e)** unless otherwise stated on the face of this Order, no Good will contain any Open Source software code that contains or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware, or similar licensing or distribution models. "**Open Source**" includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g. PERL), (iii) the Mozilla Public License(s), (iv) the Netscape Public License, (v) the Berkeley software design (BSD) license including Free BSD or BSD-style license, (vi) the Sun Community Source License (SCSL), (vii) an Open Source Foundation License (e.g., CDE and Motif Unix user interfaces), and (viii) the Apache Server license, and **(f)** as it relates to spare parts for the Items and for maintenance required to keep the Goods in good condition, these Items and spare parts therefor will be readily available to Buyer at then-current market prices for ten (10) years after delivery. Seller also warrants that **(x)** all Items supplied will be new, of merchantable and acceptable quality, free from defects for a period of one (1) year after delivery in material, design and workmanship, and suited for the purpose and use contemplated and/or specified by this Order; **(y)** all Services will be performed diligently and in a professional and workmanlike manner by skilled professionals and free of defect; and **(z)** the Goods shall achieve the agreed result. Upon receiving notification thereof from Buyer, Seller shall promptly (and in any event within thirty (30) calendar days after such notification), repair or replace or otherwise remedy any defective or non-conforming Goods at Seller's sole expense, including all costs for transportation, dismantling, re-installation, reassembly and the like in order to remedy the defect or non-conformity. If Seller fails to so repair or replace or otherwise remedy such Goods, or if otherwise reasonably deemed necessary by Buyer, Buyer shall be entitled to directly repair or replace such Goods itself or through an alternative supplier at the risk and cost of the Seller or have Seller refund to Buyer the purchase price of such Goods. Repair or replacement by Seller or alternative supplier shall not affect the warranties herein. Seller hereby assigns to Buyer any third-party warranties related to the Goods or, if it cannot assign them, agrees to make claims under them on Buyer's behalf promptly upon request. The warranty obligations are in addition to and do not limit or exclude any implied or other warranty arising under applicable law.

16. INDEMNIFICATION. Seller will indemnify, defend and hold Buyer, its affiliates and their respective directors, officers, employees and agents (each an "**Indemnified Party**") harmless from and against any and all third party claims, losses, damages, suits, fees, judgments, costs, fines, penalties, and expenses (including reasonable legal fees and expenses) (collectively, "**Third Party Claims**") that an Indemnified Party may suffer or incur due to: **(a)** actual or alleged breaches of this Order, **(b)** negligent acts or omissions, breach of statutory duty or willful misconduct by Seller, its employees, agents or subcontractors, **(c)** actual or alleged infringement of any intellectual property right; **(d)** Seller's or its employee's, agent's or subcontractor's breach of any privacy, confidentiality or data security obligation under this Order or an incorporated agreement; **(e)** any acts or omissions of Seller or its personnel resulting in personal injury (including death) or damage to property; **(f)** any violation of applicable law or regulation by Seller; or **(g)** any claims or liabilities relating to work status, compensation, tax, insurance, pension, social security or benefit matters related to Seller's personnel or Seller's subcontractors, or personnel engaged by Seller's subcontractors. Seller's obligations under this section shall apply on a worldwide basis. Seller shall ensure that all contracts with subcontractors include the same indemnification obligations for the benefit of Buyer.

If a Third-Party Claim is commenced with respect to which an Indemnified Party is entitled to indemnification, the Indemnified Party shall provide prompt notice thereof to Seller. Seller shall immediately take control of the defense, settlement and investigation of any Third-Party Claim and employ and engage attorneys reasonably acceptable to the Indemnified Party to

handle and defend the same, at Seller's sole cost. The Indemnified Party shall cooperate in all reasonable respects, at Seller's cost and request, in the investigation, trial and defense of such Third-Party Claim and any appeal arising therefrom. Failure of the Indemnified Parties to satisfy the foregoing notice and cooperation requirements shall relieve Seller of its obligations in this section only if and to the extent that Seller suffers actual material prejudice as a result thereof. Seller shall not consent to the entry of any order or judgment or enter into any settlement with respect to a Third-Party Claim that imposes any obligations on an Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party may also, at its own cost and discretion, participate through its attorneys or otherwise in such investigation, trial and defense of any Third-Party Claim and related appeals

17. **DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUYER BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, WHETHER DIRECTLY OR UNDER ANY INDEMNITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS ORDER, FOR ANY (A) SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS, (B) LOSS OR DAMAGES OF AN INDIRECT OR CONSEQUENTIAL NATURE, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS OR OTHER LOSS OF TURNOVER, USE, GOODWILL OR BUSINESS INTERRUPTION OR DELAY OF PRODUCTION, OR (C) LOST PROFITS.

18. **PUBLIC DISCLOSURES.** Except as required by law or with Buyer's prior written consent, Seller will not (a) for a period of five (5) years after the date of this Order, disclose the existence or the terms of this Order or the existence of a relationship between the parties to any party, or (b) use Buyer's, its affiliates' or subsidiaries' corporate names or trademarks.

19. **RELATIONSHIP OF THE PARTIES.** This Order does not create a partnership, agency or joint venture relationship between the parties. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees, agents and subcontractors, including without limitation, their performance, compensation, benefits, taxes, insurance, social security, withholdings and other statutory or contractual obligations. Seller is solely responsible for determining the means and methods for meeting its obligations under this Order. Seller shall ensure its personnel understand the extent (and absence) of Buyer's obligations under this Agreement and be responsible for assuring that each such personnel agrees to uphold the confidentiality provisions hereunder. The duties, obligations, rights and remedies under this Order are in addition to and not in limitation of those otherwise imposed or available by law.

20. **NON-EXCLUSIVITY.** This Order is not exclusive, and either party is free to enter into similar agreements with anyone else, unless stated on the face of this Order.

21. **TERMINATION.** Notwithstanding any other provision of this Order (including the termination right provided under section 10 above) and/or any other Buyer's remedy provided by law, Buyer may immediately terminate this Order in whole or in part, without any obligation to pay compensation and without prejudice to any other rights of Buyer if Seller breaches its obligations under this Order and such breach is not resolved within fifteen (15) business days from the Buyer's formal request to comply with such obligations. In addition to the above, Buyer may, by written notice, immediately terminate this Order in whole or in part, without any obligation to pay compensation and without prejudice to any other rights of Buyer, if: (a) ten (10) business days after Buyer's written demand for adequate assurance, reasonable grounds for insecurity remain as to Seller's expected performance (including timely performance), or (b) Seller becomes insolvent, temporarily suspends payments or makes an assignment for the benefit of creditors, liquidation of Seller's business is initiated or there is filed a petition in bankruptcy or reorganization proceedings. Terms herein that expressly or by their nature contemplate performance after termination or expiration shall survive such termination or expiration and continue in full force and effect.

22. **COMPLIANCE.** In its performance of this Order, Seller will comply with (a) all applicable federal, state, central county, regional and local government laws and regulations in force at the time of performance, including, without limitation, all applicable laws relating to occupational health and safety, the environment, labor and human rights, packaging and labeling, trade, taxation, data privacy, business integrity and anti-corruption, including the United States Foreign Corrupt Practices Act, and (b) the JBT Corporation Supplier Code of Conduct in effect at the date any Order for the Goods are placed, as set forth at <http://www.jbtc.com/supplier-code-of-conduct> which is hereby incorporated herein.

23. **SUPPLY CHAIN SECURITY.** Seller agrees that during the period in which it ships Goods to Buyer, it and its subcontractors who either ship directly or package goods for shipment will either (a) be certified under a supply chain security program, like C-TPAT, or (b) provide documentation to the Buyer that the Seller, and the Seller's applicable subcontractors, meet the minimum supply chain security requirements of possessing: 1. all applicable authorizations and licenses to carry out the supply chain function, and 2. security procedures which include at a minimum a. screening procedures of business partners and employees, b. physical access controls, c. container and conveyance integrity inspection procedures, d. records retention requirements and procedures, and e. ongoing security procedures training.

24. **FEDERAL CONTRACTOR RESPONSIBILITIES.** Buyer must comply with certain legal provisions because it has contracts with the United States government. To the extent applicable and if Seller is not exempt, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent applicable and if Seller is not exempt, Seller agrees to also comply with these provisions, which are incorporated into this Agreement by reference and set forth in 41 CFR Parts 60-1 through 60-60 (women and minorities); 29 USC Section 793 and the applicable regulations contained in 41 CFR Part 60-741 (individuals with disabilities); 38 USC Section 4212 and the applicable regulations contained in 41 CFR Part 60-250 and 60-300 (covered veterans); the employee notice requirements set forth in 29 CFR Part 471, Appendix A; FAR 52.203-13 & 15 (code of business ethics and conduct); 52.219-8 (utilization of small business concerns); 52.222-50 (combatting trafficking in persons); and 52.247-64 (preference for privately owned U.S. flag commercial vessels). Buyer may modify these requirements at any time as reasonably required by changes in U.S. laws and regulations.

25. DISPUTE RESOLUTION AND GOVERNING LAW. If the parties cannot, after a reasonable time, resolve a dispute related to or arising out of this Order through good faith negotiation or a party fails to enter into good faith negotiation, such dispute shall be resolved in the courts and tribunals of Delaware and each party irrevocably submits to the sole and exclusive jurisdiction of these courts and tribunals to hear any dispute related to or arising out of this Order. Nothing herein shall prevent a party from seeking provisional remedy in such courts and tribunals where the provisional remedy is necessary to protect its interests. This Order shall be governed by and construed in accordance with the laws of the State of Delaware but excluding its choice or conflicts of law rules which would direct the application of the laws of another jurisdiction. To the extent permitted by applicable law, English is the official language of this Order and in the event of any dispute arising under or related to this Order, English shall prevail and govern any interpretation, meaning or intent, regardless of whether any translation is also prepared for convenience or any other purpose. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Order or the obligations of the parties hereunder. If any provision of this Order is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Order and the remainder of the provision in question shall not be affected.

26. ASSIGNMENT. No part of this Order may be delegated, assigned, transferred or subcontracted by Seller without the prior written authorization of Buyer. No authorized delegation, assignment, transfer or subcontract of all or any part of this Order will relieve Seller from liability under this Order.

27. NOTICES. All notices given hereunder shall be in writing and either hand delivered or sent via registered mail or a nationally recognized courier, properly addressed to the party to be notified at the addresses set forth in the Order and shall be deemed made when received or officially recorded as delivered. Any notices given to Buyer shall include a copy to JBT Corporation, Attn. General Counsel, 70 West Madison Street, Suite. 4400, Chicago, Illinois, 60602.

28. INSURANCE. Seller will maintain, at its sole cost and expense, with reputable and financially solvent insurance companies, the insurance coverages and requirements specified below:

A. Commercial General Liability covering its obligations under this Order, of not less than USD1,000,000 per occurrence, USD2,000,000 in the aggregate, for bodily injury, personal and advertising injury, property damage liability and contractual liability.

B. Comprehensive Automobile Liability, if any motor vehicle (owned, non-owned or hired) is used in connection with the work to be performed, Seller shall provide auto liability insurance with combined single limits of not less than USD1,000,000 per occurrence.

C. Workers Compensation and Employer's Liability, Workers Compensation insurance to meet the statutory obligations of the applicable jurisdiction, covering all employees who are to provide a Service under this Order and Employer's Liability coverage with limits of not less than USD1,000,000 per each accident, illness or disease.

D. Professional Liability / Errors & Omissions, when any architects, engineers, construction managers or any other professional consultants perform professional services in connection with this Order, Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than USD1,000,000 per occurrence.

E. Cyber Risk Liability, when any work or services regarding the use, access, servicing or maintenance of any of Buyer's network systems or operations is performed, Seller shall maintain Cyber Risk Liability insurance in the amount of USD2,000,000 per occurrence and in the aggregate, including coverage for media liability, privacy and cyber security liability and privacy regulatory defense, awards and fines coverage.

Seller shall cause its insurers to name Buyer as an additional insured on all coverages required hereunder, except workers compensation and employer's liability, and shall furnish the Buyer certificates of insurance prior to the date of this Order evidencing all such coverages are in full force and effect. Seller shall directly provide thirty (30) calendar days prior written notice to be given to Buyer in the event coverage is cancelled, substantially changed or non-renewed. Seller hereby waives and agrees to cause its insurers to waive their rights of subrogation against Buyer and their respective employees, agents and representatives. Seller's insurance shall be primary, and any insurance maintained by Buyer shall be non-contributory to any insurance coverages provided by Seller under this Order. The required insurance coverages and limits carried by Seller shall not be considered as a limitation on Seller's liability as outlined in this Order or as a limitation placed on the indemnification obligations of Seller under this Order.