COX FARMS

Purchase Order Terms & Conditions (Services)

THIS PURCHASE ORDER TERMS & CONDITIONS (Services) document (this "**Agreement**") is made and entered into as of **[Month, Day], 20__** (the "**Effective Date**") by and between **[ENTER SERVICE PROVIDER NAME]**, a **[ENTER JURISDICTION AND ENTITY TYPE]** ("**Service Provider**"), and Mucci International Marketing, Inc. ("**Company**").

WHEREAS, Company wishes to retain Service Provider, and Service Provider desires to perform the professional services and consulting services as further detailed herein (collectively, the "**Services**");

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

1. Services. During the Term, Service Provider shall, on a non-exclusive basis, provide Services to Company in accordance with the terms and conditions in this Agreement, which Services shall include, but are not limited to: (i) **[specify services here]**; (ii) **[specify services here]**; (iii) **[specify services here]**; and (iv) any other Services mutually agreed upon in a SOW (as defined herein). The details of the Services to be performed shall be as described in one or more statements of work or orders (each, a "**SOW**"), which SOWs are governed by this Agreement. The initial SOW is attached as **Exhibit A** and incorporated herein. A SOW is otherwise effective when executed by both Service Provider and Company. If there is a conflict or ambiguity between any term of this Agreement and an SOW, the terms of this Agreement shall prevail. This Agreement does not guarantee a particular volume or frequency of work from Service Provider.

2. Term and Termination.

2.1 Term. This Agreement shall commence on the Effective Date and shall continue **[OPTION 1: until terminated in accordance with Section 2.2. herein] [OPTION 2: in effect for a period of "X" years]**("**Term**").

2.2 Termination. Company may terminate this Agreement and/or any SOW without cause on thirty (30) days' prior written notice to Service Provider. Further, Company may immediately terminate this Agreement and/or any SOW without further payment or liability at any time upon written notice if, in Company's reasonable opinion: (i) the quality of the Services provided to Company is not satisfactory; or (ii) Service Provider has intentionally submitted false invoices or has otherwise committed or attempted to commit fraud against Company. Further, either party may terminate this Agreement and/or any SOW if the other party materially breaches this Agreement, including a SOW, and does not cure such breach within thirty (30) days of receipt of written notice of such breach by the non-breaching party. In addition to specific contractual requirements to return Company's property, Service Provider shall return all Company property of any kind in its custody or control immediately on the termination or conclusion of Services. A material breach by Company means only Company's failure to pay amounts that are undisputed as described in Section 4 (Payment for Services). Service Provider shall be responsible for continuing performance of the Services through the date of termination, unless otherwise directed by Company. In the event of termination under any provision of this Agreement, Service Provider shall fully cooperate with Company in transitioning the Services to a third party designated by Company in writing and promptly delivering all Works, whether complete or not, to Company.

3. Representations and Obligations.

3.1 Service Provider represents and warns the Company that Service Provider and its Personnel have considerable experience and expertise in the Services and are well equipped to perform the Services for Company in a satisfactory and timely fashion. Service Provider shall always maintain the highest professional standards and conduct when performing the Services and shall maintain the standard of care, skill, diligence, and professional competency of such work and/or services furnished by members of Service Provider's industry. Service Provider shall comply with all laws, ordinances, rules, regulations, and orders of any governmental authority having appropriate jurisdiction applicable to the Services. Service Provider will obtain and maintain throughout the Term all relevant permits, licenses, and bonds required to perform the Services.

3.2 Service Provider agrees that any and all works created by Service Provider in the course of providing the Services (including, without limitation, any training materials, reports, deliverables or videos) shall be considered "**Works**". All Works shall be works made for hire within the meaning of the copyright laws of the Canada and the United States, and, upon the provision or creation of Works, Company shall be the sole and exclusive owner of any and all right, title and interest in and to the Works, and Service Provider hereby irrevocably assigns, transfers, and conveys to Company solely and exclusively, all such right, title, and interest in and to the Works. If any Works are deemed not to be a work made for hire, then Service Provider and each Service Provider Personnel, defined herein as any employees, agents, pre-approved subcontractors, or

representatives of the Service Provider, hereby assign to Company, all right, title, and interest in and to all Works. Service Provider and its Personnel irrevocably waive any and all claims now or hereafter existing in any jurisdiction to so-called "moral rights" with respect to the Works to the extent permitted by law. By executing this Agreement, Service Provider represents and warrants that (a) the Works do not infringe on the contractual, intellectual property or proprietary rights of any third-party, and that it is the owner or has a valid license of all copyrights on, and other property rights with respect to the Works, (b) the Works developed or to be developed are original as to Service Provider or the Service Provider Personnel who developed the Works, and (c) Service Provider has obtained, or will promptly obtain, written intellectual property rights assignments from any and all Personnel as necessary to comply with the obligations set forth herein. Service Provider shall, at no additional cost to Company, execute and deliver, and will cause its Personnel to execute and deliver, any further documents that Company reasonably determines may be desirable to perfect its ownership of any intellectual property rights (including copyright rights) in any of the Works. All such assignments of intellectual property rights are perpetual, worldwide, exclusive, royalty-free and irrevocable. Any Works furnished by Service Provider and/or its Personnel that contain any errors, conflicts, or omissions will be promptly corrected by Service Provider at no cost to Company. For clarity and the avoidance of doubt, in no event shall Service Provider utilize any Works to prepare products or services for any other customer, client, or person or otherwise disclose the Works to any person (except as expressly set forth in this Agreement).

3.3 Notwithstanding anything in this Section to the contrary, in the event that any of the Works include know-how, intellectual property, methods, procedures, techniques, methodologies, processes, technologies, algorithms, software or development tools and ideas, concepts, reusable reports, designs, charts, plans, specifications, documentation, forms, templates, content or materials which were developed prior to the Effective Date of this Agreement by Service Provider ("**Service Provider Pre-Existing IP**"), Service Provider will retain all right, title and interest in and to all Service Provider Pre-Existing IP and all enhancements, upgrades, or updates to Service Provider Pre-Existing IP. Service Provider hereby grants to Company and its Affiliates an irrevocable perpetual, royalty-free, sublicensable, worldwide, fully paid-up right and license to use, reproduce, display, publish, copy, modify, adapt, adopt, enhance, distribute, perform and prepare derivative works of the Service Provider Pre-Existing IP to the extent such Service Provider Pre-Existing IP is contained in the Works.

3.4 Company will retain all right, title and interest in and to all know-how, intellectual property, methods, procedures, techniques, methodologies, processes, technologies, algorithms, software or development tools and ideas, concepts, reusable reports, designs, charts, plans, specifications, documentation, forms, templates, content, materials or output ("**Company Pre-Existing IP**"). Service Provider shall not reverse engineer or decompile any of the Company Pre-Existing IP and such Company Pre-Existing IP is the Confidential Information of Company.

4. Payment for Services.

4.1 For Service Provider's satisfactory performance of the Services, Company shall pay the undisputed amounts specified in the applicable SOW. Service Provider shall submit to Company written itemized invoices each month, or more frequently if requested by Company. Invoices must provide a detailed description of Services and such other information as Company requests. Company has forty-five (45) days after receipt of invoice to verify the invoice and pay undisputed amounts to Service Provider in the net amount properly due Service Provider. If Company notifies Service Provider of a discrepancy in an invoice, Service Provider shall promptly review, correct and resubmit the invoice to Company. Company will not accept any invoices that are submitted ninety (90) days or more after the completion of the provision of Services. **[DISCUSS THIS SECTION WITH LEGAL IN CASES WHERE THERE ARE GOING TO BE MULTIPLE SOWS]**

4.2 Service Provider shall pay all applicable present and future federal, state and local sales, use, excise and transportation taxes and all other taxes pertaining to the Services. To the extent that any taxes are required by applicable law to be paid by Company, any such taxes shall be specified in each applicable invoice, as separate line items.

4.3 Company shall not reimburse Service Provider for any expenses (including postage, administrative charges, travelling and accommodation expenses, costs of materials, catering costs and supporting facilities) incurred by Service Provider or its Personnel in the performance of the Services unless expressly agreed to in writing in advance by a senior leader at Company.

4.4 Service Provider acknowledges and agrees that it shall not pass through any additional costs or expenses, including but not limited to tariffs, duties, customs clearance costs, or other import/export related costs without Company's prior written consent in each instance and under no circumstances shall Company be responsible for the payment of any tariffs, duties, customs clearance costs, or other import/export related costs and any designation on any Service Provider document that shifts such obligation on Company shall be null and void.

5. Personnel.

5.1 Service Provider shall be solely responsible for supervising and controlling its employees, agents, pre-approved subcontractors or representatives (collectively, referred to as "**Personnel**"). Service Provider shall maintain adequate, qualified and experienced Personnel necessary to provide Services. Service Provider shall ensure safety while providing Services, and Service Provider is fully responsible for the safety of its Personnel. Company shall not assume responsibility for, or control over, the activities of Service Provider or any of its Personnel by: (i) observing or checking Service Provider's or any of its Personnel's activities; or (ii) informing Service Provider and/or any of its Personnel of any unsafe conditions created or controlled by Service Provider and/or any of its Personnel.

5.2 Service Provider shall itself and will cause its Personnel, if any, to comply with Company's policies, standards, and terms provided by Company to Service Provider concerning Company's premises and facilities, equipment, and network access, including but not limited to Company's Visitor and Contractor Policy, any online terms and conditions, forms, and/or policies that Service Provider has received, acknowledged or signed through Company's website or such other written or electronic means, and any other policies, standards, and terms related to conduct, safety, and security (physical and technical) (collectively, the "**Company Policies**"). Company may add to or modify the Company Policies at any time, and Service Provider will be responsible for continuing to comply with all such modifications. Upon request by Company, Service Provider shall remove any Personnel who is performing Services on Company's premises and shall replace such Personnel as soon as possible. Service Provider shall not employ or subcontract with any unfit person and shall perform appropriate background checks and drug screenings that are acceptable to Company for itself and its Personnel, if any, who provide Services to Company.

6. Confidentiality. Company may deliver Confidential Information to Service Provider. "**Confidential Information**" includes all information (regardless of the form transmitted), all Works, relating to Company, its customers or potential customers, which is disclosed directly to Service Provider by Company, or directly or indirectly to Service Provider or Personnel in connection with performance of Services. Confidential Information includes (but is not limited to) personal information regarding Company's customers, asset records, delinquent account lists, trade secret information, credit information, sales, cost and other unpublished financial information, business and product plans, marketing data, Company's information systems (including email, internet access, databases, hardware, and any other means of communication or information storage), the terms of this Agreement, including all payment terms, and any report, documentation and any derivative works prepared by Service Provider using Confidential Information. Service Provider is prohibited from using or disclosing the Confidential Information for any purpose other than for the specific purpose of performing the Services for Company under the Agreement. Service Provider shall not disclose any Confidential Information to any person, firm or corporation except Personnel who have a need to know, have been informed of Service Provider's obligations hereunder, and have agreed in writing not to disclose Confidential Information. Service Provider shall use all necessary and reasonable precautions to avoid Personnel's disclosure of Confidential Information and use the Confidential Information only for the purposes described herein. All Confidential Information disclosed by Company shall remain Company's sole property. Service Provider shall immediately delete or return all such Confidential Information (including any and all copies) to Company upon termination of this Agreement or any request by Company. Service Provider acknowledges that disclosures by Company or its Personnel in violation of this Agreement would irreparably harm Company so that Company may not be adequately compensated in damages through a court action. In addition to available legal or equitable remedies, Company may enforce this Agreement by obtaining specific performance and/or injunctive relief. Service Provider and its Personnel working for Service Provider under this Agreement who have access to Company customer information will be required to obtain training regarding proper use and disclosure of such customer information. Notwithstanding any statement to the contrary in this Section 6, (Confidentiality), it is understood and agreed that Company may disclose Confidential Information to its Affiliates for internal business purposes.

7. Acceptance by Company. All Services (including related Works, deliverables and created materials) shall be subject to inspection, testing, and acceptance by Company as set forth in this Section. Service Provider shall provide Company with the Services in accordance with the project schedule and milestone dates as set forth in the applicable SOW, for approval and acceptance by Company, which may include hard-copy or electronic versions of the training or other materials related to Service Provider's performance of the Services. Promptly following receipt of Services, Company shall review such Services and notify Service Provider of any defects, failures, or non-conformities. Service Provider shall provide Company with commercially reasonable assistance for Company to be able to inspect and evaluate the Services. If Company notifies Service Provider of any defect, failure, or non-conformity associated with the Services, Service Provider shall promptly remedy and resubmit the revised Services to Company for its review and approval at no additional cost to Company. If after two (2) attempts to remedy a defect,

failure or non-conformity, Company may notify Service Provider that it will not accept any further attempts to correct the issue and Service Provider shall immediately refund Company the fees and expenses paid by Company to Service Provider for the Services and may terminate this Agreement and/or any SOW upon written notice.

8. Independent Contractors. Service Provider is an independent contractor. No Service Provider Personnel is or shall be deemed to be Company's employee, agent or representative. None of Company's employee benefits, including (without limitation) compensation, insurance, pension, 401(K) and unemployment insurance, are available from Company to Service Provider Personnel.

9. Insurance. During the Term and so long as any SOW is in effect and for a period of not less than two (2) years thereafter, Service Provider shall maintain the insurance list on **Exhibit B** attached hereto and incorporated herein.

10. Indemnity and Limitation of Liability. Service Provider shall indemnify, defend, and hold harmless Company, its parents and subsidiaries and Affiliates, and its and their respective current and former officers, directors, shareholders, employees, subcontractors, agents and representatives from any and all claims, demands, losses, costs (including attorney's fees, expert witness fees and court costs), expenses and liabilities of any nature whatsoever in connection with or resulting from: (i) Service Provider's or its Personnel's acts or omissions; (ii) Service Providers or its Personnel's alleged breach or breach of any representation, warranty, or other provision under this Agreement; (iii) a breach of the confidentiality obligations set forth in Section 6; (iv) the alleged breach or breach of any applicable laws by Service Provider or its Personnel; (v) personal injury (including death) or property damage caused by Service Provider or its Personnel; and (vi) infringement of third party intellectual property or other proprietary rights by the Services, Works or any other materials supplied by Service Provider to Company hereunder. Company shall indemnify, defend, and hold harmless Service Provider from any and all third party claims, demands, losses, costs (including attorney's fees, expert witness fees and court costs), expenses and liabilities of any nature whatsoever in connection with or resulting from: (a) a breach of the confidentiality obligations set forth in Section 6; and (b) infringement of third party intellectual property or other proprietary rights related to the Company Pre-Existing IP so long as such Company Pre-Existing IP was unmodified and used in accordance with all instructions from Company. The indemnifying party shall cooperate in the defense of any claims for which indemnification is available and shall furnish such records, information, and testimony and attend such conferences, discovery, proceedings, hearings, trials, and appeals as the indemnified party may request. EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, VIOLATION OF LAW, BREACHES OF CONFIDENTIALITY, OR MISUSE OF A PARTYS INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE ENTITLED TO ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF OR RELATING TO THE SERVICES OR THE PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.

11. Trademarks/Publicity. Service Provider shall not issue any press release or other public statement regarding this Agreement without the prior written consent of a Company C-Suite representative or higher. Service Provider shall not use any trademark, service mark, name, logo or other intellectual property right of Company or any of its affiliates ("Company Marks") in connection with the Services or any other product or service, unless Service Provider receives express prior written consent of a Company C-Suite representative or higher. Service Provider acknowledges that Marks are Company's exclusive property and that Service Provider has not and will not acquire any proprietary rights therein under this Agreement. Service Provider agrees that upon termination of this Agreement, Service Provider and its Personnel shall immediately cease and discontinue all use of Company Marks. Service Provider's breach of this provision shall constitute a material default, and Company may immediately terminate this Agreement upon written notice to Service Provider.

12. Affiliate Ordering. Affiliates of Company may procure Services from Service Provider under the terms and conditions of this Agreement; provided that, such Affiliate enters into a SOW that references this Agreement (each such SOW between an Affiliate of Company and Service Provider, an "**Affiliate SOW**"). Each Affiliate SOW, together with any subsequent Affiliate SOW(s) entered into between such Company Affiliate and Service Provider and the applicable terms of this Agreement shall constitute a separate contract between such Affiliate of Company and Service Provider (each such contract, an "**Affiliate Agreement**") and for purposes of such Affiliate Agreement all references to Company herein shall be deemed to be references to such Company Affiliate. Service Provider shall look solely to such Company Affiliate (and not to the original Company entity executing this Agreement or any other Affiliates) for satisfaction of any payment obligations,

liability, and claims arising under or relating to any Affiliate Agreement without any claim to joint and several liability between Affiliates. "**Affiliate**" of Company means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with Company, where "control" means either the power to direct the management or affairs of the entity or ownership of fifty percent (50%) or more of the voting securities of the entity. Without limiting the generality of the foregoing, Affiliates of Company shall include all entities in which Cox Enterprises, Inc. holds a fifty percent (50%) or greater direct or indirect (e.g., through one or more subsidiaries or Affiliates) interest.

13. Notices. All notices must be written and delivered as described below. Notices will be deemed delivered in the following time frames: (i) delivered when received in person by hand delivery or by courier service; or (ii) in three (3) days if mailed by certified mail, return receipt requested; or (iii) on the next business day if delivered by a reliable overnight delivery service such as Federal Express, if sent to the other party at the following address or another address that any party provides, by similar notice, to the other:

If to Service Provider:

If to Company:

Mucci International Marketing, Inc.
1876 Seacliff Dr.
Kingsville, ON N9Y 2N1, Canada

With a copy to:

Cox Enterprises, Inc.
6205-B Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attn: Vice President, Legal Operations

14. Force Majeure. Any party of this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to a fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, lack of facilities, an act of God or of any public enemy, voluntary or involuntary compliance with any valid law, order, regulation, request, or recommendation of any government agency or authority, lack of transportation, or other unforeseeable causes beyond the control of either party whether or not of the kind or nature hereinbefore specified, and not otherwise due to such party's negligence. Notwithstanding any statements to the contrary, in no event shall an increase in tariffs, duties, customs clearance costs or other import/export related activity or any economic hardship be deemed a force majeure event, or a basis for otherwise adjusting Service Provider's pricing or excusing Service Provider of its obligations hereunder. In the event of such failure or delay, a party shall be excused from performance only during the period in which it is affected and only if it is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects and, if events in the nature of the force majeure event were reasonably foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect. Company shall have no obligation to pay for any Services that are not performed by Service Provider as a result of a force majeure event. Each party shall notify the other in writing promptly of any such failure or delay in, and the effect on, its performance. Such non-performance will not constitute grounds for breach. If Services are not re-instituted within ten (10) days after the date Service Provider is prevented from performing its obligations aforesaid, Company may terminate this Agreement, including any SOWs, without penalty, promptly receive a refund for any prepaid unused fees for Services not yet rendered, and Company shall not be required to pay any fees for Services not rendered.

15. General. Service Provider agrees that it shall not be considered the exclusive provider for Company for any of the Services. Company retains the unconditional right to utilize other vendors in the provision of the same of similar services. This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Ontario, without regard to principles of conflicts of laws. Company and Service Provider hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and venue for any litigation arising out of or relating to this Agreement will be an appropriate provincial or federal court located in Ontario. The parties agree that prior to the commencement of any litigation, they will attempt in good faith to resolve any controversy or conflict promptly by negotiations between senior management of the parties (and, if appropriate, with their respective counsel). If such negotiations fail, the parties may agree to pursue non-binding mediation (under the mediation rules of the Canadian Arbitration Association) prior to litigation. This provision shall not apply to claims involving confidentiality or any other claim seeking injunctive or equitable relief. Any obligations that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third-party beneficiary. The parties agree to undertake any additional actions and execute any additional documents necessary or advisable to complete the transaction contemplated herein. All

remedies, rights, undertakings, obligations, and agreements in this Agreement are cumulative and none limit any other remedy, right, undertaking, obligation or agreement of either party. Each of the undersigned represents and warrants that he/she is authorized to execute this Agreement for the organization, its employees, agents and representations that he/she represents. All waivers must be in writing and signed by the duly authorized representative of the waiving party. Company's failure to exercise any of its remedies as set forth in this Agreement or at law or in equity upon a default by Service Provider shall not constitute Company's waiver of the right to exercise such remedies on a subsequent default. With respect to the subject matter hereof, this Agreement and all attachments and exhibits thereto set forth the entire agreement and understanding of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties. The parties have not relied on any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. The section headings are for convenience and ease of reference only and will not alter or modify the meaning of any section. Service Provider agrees that it shall not assign or transfer this Agreement or any of the rights or obligations hereunder without the prior written consent of Company, including, without limitation, the right to receive any payments. Any attempted assignment or transfer without the written consent of Company shall be null and void. This Agreement may not be amended, altered or modified, except by written document signed by the duly authorized representatives of both parties. The parties agree that this Agreement cannot be amended by conduct or course of dealing. Unless otherwise modified by a written agreement signed by both parties hereto, this Agreement governs all of Service Provider's Services. Any additional or different terms proposed by Service Provider (including without limitation) (on a work order, purchase order, quotation, confirmation, email, letter, invoice, or otherwise) are hereby automatically rejected and shall not be binding on Company. Service Provider's provision of Services constitutes Service Provider's assent to all terms of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed as if the original had been received.

EXHIBIT A

Initial Statement of Work

Click or tap here to enter text.

EXHIBIT B

INSURANCE

During the Term and so long as any Statement of Work is in effect and for a period of not less than two (2) years thereafter (not less than four (4) years for any claims made insurance), Service Provider shall maintain the insurance set forth below. Service Provider shall furnish to Company certificates from recognized, reputable insurance companies having A.M. Best ratings of at least A-/VII evidencing that Service Provider is complying with these insurance requirements, and that the insurance required pursuant to 9.(a) and 9.(b) includes Company and its Affiliates as an additional insured. All insurance on which Company and its Affiliates are included as additional insureds shall (i) either (a) not contain an insured v. insured exclusion, or (b) except from any insured v. insured exclusion claims by additional insureds, and (ii) be primary to and noncontributory with any and all other insurance available to additional insureds.

(a) Commercial general liability with not less than $1,000,000 combined single limit for property damage and bodily injury per occurrence, provided that such limits may be satisfied with any combination of primary and umbrella insurance;

(b) Commercial auto liability insurance with limits of not less than $1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by Service Provider;

(c) Workers' compensation, with statutory limits as prescribed by the state(s) in which the Services will take place, and Employers' Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000;

(d) Professional Liability insurance, covering liability for errors and omissions arising out of Service Provider's or anyone else acting on behalf of Service Provider's performance of its obligations pursuant to this Agreement, in an amount not less than $2,000,000 per occurrence or per claim;

(e) Network Security/Privacy/Cyber Insurance providing third party and first party coverage in the amount of at least $2,000,000 for per occurrence or per claim, providing coverage for, among other things, unauthorized access to or use of a computer network, unauthorized access to or dissemination of personally identifiable information;

Service Provider may satisfy subsections 9.(d) and 9.(e) with one and the same insurance policy provided that such insurance policy has limits of not less than the cumulative amount required by the each of the sections being satisfied by such single insurance policy.

All required insurance policies shall contain a provision or endorsement stating that Company will receive no less than thirty (30) days' prior written notice of any nonrenewal of the required insurance, or any change in Service Provider's insurance that causes it to no longer satisfy the requirements set forth herein by emailing the certificate(s) to notify Company immediately. In the event that any required insurance is cancelled or not renewed, Service Provider shall replace such insurance so that no lapse in coverage occurs. All insurance required herein shall provide that the insurer waives its rights of subrogation against Company and its Affiliates, at least for losses and liabilities that Service Provider is required to indemnify or otherwise pay. The above required insurance shall not limit or restrict in any way Service Provider's indemnification obligations to Company under this Agreement.