

For POs (either individually or in the aggregate) valued at \$500,000 or more, Supplier shall secure and maintain in force at all times during the Term of this Agreement with Ocean Spray Cranberries, Inc. effective the date of the Agreement, at least the following types and amount of insurance written on valid and enforceable insurance policies with insurance companies rated A: VIII or better by A.M. Best Company and licensed to do business in the jurisdiction(s) where the products are to be delivered or the service/work is to be performed.

1. Workers' Compensation with statutory limits and Employers' Liability coverage with limits of \$2,000,000 each accident and disease.
2. Commercial General Liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in aggregate including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Third Party Property Damage, and Independent Contractors coverage for bodily or personal injury, property damage and death.
3. Commercial Auto Liability for any auto including Owned, Non-owned, Leased, Rented or Hired and used in connection with this agreement with a combined single limits of \$2,000,000 per accident for bodily and personal injury, property damage and death.
4. Umbrella or Excess Liability with a limit of \$15,000,000 per occurrence and in the aggregate. When used to increase basic limits of liability certificate of insurance must state that policy follows the form of the underlying Commercial General Liability, Employer' Liability and Commercial Auto Liability insurance.
5. If professional or engineering services are being provided where NO access to secure data is needed, Professional Liability or Errors & Omissions Liability insurance with limit of \$10,000,000 Million Dollars. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this agreement.
 - 5.1. If professional or engineering services are being provided where access to secure data is needed, Professional Liability or Errors & Omissions Liability as stated above and Cyber Liability Insurance including coverage for security & privacy liability, network interruption, system failure, event management, cyber extortion and media content with limit of \$10,000,000 per occurrence and in the aggregate.
 - 5.2. If professional services are provided per above, crime insurance with limits of \$5,000,000 where Ocean Spray is named as "joint loss payee".
6. If seller is manufacturing food products, Product Contamination insurance including third party recall liability with respect to manufacturing any products with Ocean Spray Cranberries, Inc.'s products with limits no less than \$10,000,000 per occurrence and in the aggregate.
7. If contractor is providing construction-related services, All Risk Property insurance including Builders Risk insurance and coverage for Ocean Spray's property/goods while in their care, custody & control naming Ocean Spray as loss payee.
 - 7.1. If construction-related services are provided, in addition to 7 contractor will carry Contractor's Pollution Liability Insurance with limits of \$5,000,000 including coverage for microbial matter, pollution incidents and transfer, storage or disposal facilities.

For POs (either individually or in the aggregate) valued at less than \$500,000, Supplier shall secure and maintain in force at all times during the Term of this Agreement with Ocean Spray Cranberries, Inc. effective the date of the Agreement, at least the following types and amount of insurance written on valid and enforceable insurance policies with insurance companies rated A: VIII or better by A.M. Best Company and licensed to do business in the jurisdiction(s) where the products are to be delivered or the service/work is to be performed.

8. Workers' Compensation with statutory limits and Employers' Liability coverage with limits of \$500,000 each accident and disease.
9. Commercial General Liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in aggregate including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Third Party Property Damage, and Independent Contractors coverage for bodily or personal injury, property damage and death.
10. Commercial Auto Liability for any auto including Owned, Non-owned, Leased, Rented or Hired and used in connection with this agreement with a combined single limits of \$1,000,000 per accident for bodily and personal injury, property damage and death.
11. Umbrella or Excess Liability with a limit of \$2,000,000 per occurrence and in the aggregate. When used to increase basic limits of liability certificate of insurance must state that policy follows the form of the underlying Commercial General Liability, Employer' Liability and Commercial Auto Liability insurance.
12. If professional or engineering services are being provided where NO access to secure data is needed, Professional Liability or Errors & Omissions Liability insurance with limit of \$5,000,000 Million Dollars. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this agreement.
 - 12.1. If professional or engineering services are being provided where access to secure data is needed, Professional Liability or Errors & Omissions Liability as stated above and Cyber Liability Insurance including coverage for security & privacy liability, network interruption, system failure, event management, cyber extortion and media content with limit of \$5,000,000 per occurrence and in the aggregate.
 - 12.2. If professional services are provided per above, crime insurance with limits of \$1,000,000 where Ocean Spray is named as "joint loss payee".
13. If seller is manufacturing food products, Product Contamination insurance including third party recall liability with respect to manufacturing any products with Ocean Spray Cranberries, Inc.'s products with limits no less than \$5,000,000 per occurrence and in the aggregate.
14. If contractor is providing construction-related services, All Risk Property insurance including Builders Risk insurance and coverage for Ocean Spray's property/goods while in their care, custody & control naming Ocean Spray as loss payee.
 - 14.1. If construction-related services are provided, in addition to 7 contractor will carry Contractor's Pollution Liability Insurance with limits of \$5,000,000 including coverage for microbial matter, pollution incidents and transfer, storage or disposal facilities.

Regardless of PO value, all insurance policies shall include a waiver of subrogation in favor of Ocean Spray Cranberries, Inc. The Commercial General Liability and Commercial Auto Liability insurance policies shall name Ocean Spray Cranberries, Inc. and its subsidiaries and their directors, officers and employees as additional insureds for the duration of this Agreement and such policies shall be endorsed as primary and non-contributory and not in excess of any other insurance coverage maintained by Ocean Spray Cranberries, Inc. Above shall be stated on the certificate of insurance provided before entering Ocean Spray Cranberries, Inc.'s premises or before services commence and annually, thereafter. At least thirty (30) days notification will be given prior to any material modification, expiration or cancellation of the above-mentioned insurance. If any contractors or subcontractors are used in connection with this agreement, reasonable efforts are made to have them meet the above-mentioned insurance requirements.