



Vendor Insurance and Indemnity Terms and Conditions

Vendor has and will sell products and/or has or will provide services to (a) one or more of the subsidiaries of Ocean LLC, that are now or hereinafter existing, including, without limitation, GBSZ LLC, Pilot LLC, Island Oyster LLC, Fireboat LLC, Pier 45 LLC, P25M LLC, and Summer Ops LLC (the “Ocean Companies”) and/or (b) one or more of certain affiliates, ventures or managed restaurants of any of the Ocean Companies (the “Ocean Companies Affiliates,” together with the Ocean Companies, hereinafter referred to the “Purchaser Companies”). In exchange for the Purchaser Companies purchasing products from Vendor, Vendor agrees to the indemnity, insurance, and other obligations in this agreement (this “Agreement”).

Vendor agrees to defend, indemnify, and hold harmless the Purchaser Companies, their landlords, as applicable, and each of the Purchaser Companies’ and their landlords’ parent, sister, subsidiary, and affiliated companies, as applicable, and the respective officers, directors, managers, members, shareholders, agents, servants, and employees of each of the foregoing, (“Indemnified Parties”), to the fullest extent permitted by law, from and against any and all claims, liabilities, costs, expenses, demands, suits, damages, and losses of any kind or description (including reasonable attorneys’ fees) (“Losses”), including, without limitation, Losses for (a) bodily injury (including, without limitation, illness, death, and loss of services and wages) to employees of Vendor, the Indemnified Parties, and third parties or damage to property of Vendor, the Indemnified Parties, and third parties, whether covered by Vendor’s insurance or not, arising out of or in any way related to products and/or services supplied by Vendor or Vendor’s delivery of products and/or provision of services to any of the Purchaser Companies or (b) bodily injury (including, without limitation, illness, death, and loss of services and wages) or damage to property to Vendor and its employees while on or within any property owned by the Purchaser Companies . Vendor’s indemnity obligations will apply whether or not any of the Indemnified Parties was or is claimed to be passively, actively, jointly, or concurrently negligent and regardless of the actual or alleged strict liability of any of the Indemnified Parties.

Vendor shall maintain the following insurance coverages:

1. Commercial General Liability Insurance with a combined single limit for bodily injury (including illness and death at any time resulting therefrom) and property damage of not less than \$3,000,000; and such insurance shall include products liability coverage with respect to Vendor’s products and contractual liability coverage for Vendor’s indemnification obligations set forth above in this Agreement.
2. Worker’s Compensation Insurance in accordance with the laws in effect in any jurisdiction where Vendor operates and all jurisdictions of hire or origin of its employees.
3. Employer’s Liability Insurance coverage with a limit of not less than \$1,000,000.

4. Commercial Business Automobile Liability Insurance coverage with a limit of not less than \$1,000,000 arising out of any automobile accident, including owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage, medical payments and uninsured motorists or operator.

Vendor's Commercial General Liability policy and Commercial Business Automobile Liability policy shall name the Indemnified Parties as additional insureds and will be endorsed to be primary to any liability insurance carried by any of the Indemnified Parties, and any insurance carried by the Indemnified Parties shall be excess and non-contributory. All policies required of Vendor under this Agreement shall be with reputable national insurers of a size and financial rating acceptable to the Purchaser Companies and shall include a waiver of subrogation provision in favor of the Indemnified Parties. Vendor shall provide the Purchaser Companies with certificates of insurance confirming that Vendor is maintaining the coverages and endorsements required by this Agreement, and each certificate provided shall obligate the insurer to provide 30 days' advance notice to the Purchaser Companies of any cancellation or non-renewal of the insurance coverages evidenced by the certificate.

Vendor understands that this Agreement is a material inducement to the Purchaser Companies' decision to purchase products and/or services from Vendor and agrees that adequate and satisfactory consideration has been given in return for this Agreement.

Vendor understands that its obligations under this Agreement shall survive until the last applicable statute of limitations/prescriptive period has expired with respect to any Losses.