

**COVID-19 Mutual Indemnification and Release Agreement
for NBCUniversal's Los Angeles County Locations**

Effective Date: _____, 2020

By signing below, NBCUniversal Media, LLC, on behalf of itself and its affiliates ("NBCUniversal"), and the vendor entity named below ("Vendor") enter into this agreement ("Agreement"), effective as of the Effective Date set forth above, in connection with Vendor's entry onto any NBCUniversal property or business/production location in Los Angeles County, California, including without limitation Universal Studios, DreamWorks Animation locations, and production locations ("NBCU Premises") to perform work or for any other reason. This Agreement must be signed by both parties to be effective.

NBCUniversal Media, LLC ("NBCUniversal") _____ ("Vendor")

By:  _____

By: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

The parties agree as follows:

1. COVID-19 – Certain Obligations

a. Each party acknowledges the contagious nature of COVID-19 (as defined by the World Health Organization) and other similar infectious diseases (collectively, "COVID-19"), and the need for safety measures to mitigate the spread of COVID-19. Each party agrees to comply with (i) all applicable laws, codes, statutes, ordinances, rules, regulations and lawful directives or orders of public officials administering such laws, of any governmental authority with jurisdiction over Los Angeles County, as may be amended or otherwise revised from time to time, including without limitation, all applicable State and Federal Department of Health (DOH) directives, Occupational Safety and Health Administration (OSHA) regulations, Environmental Protection Agency regulations and Centers for Disease Control and Prevention (CDC) regulations, and (ii) all applicable, then-current industry self-regulatory principles ((i) and (ii) collectively, "Applicable Laws").

b. In addition to the above, Vendor shall:

- (i) comply with, and cause its employees, contractors, invitees and guests (collectively with Vendor, "Vendor Parties") to comply with NBCUniversal's Stay Healthy Work Safe Guide and any other COVID-19 health and safety guidelines posted in the "COVID-19 Safety" section of www.universalstudioslot.com, which Guide and other guidelines may be updated from time to time by NBCUniversal.
- (ii) inform all Vendor Parties of, and ensure that all participate in, temperature screenings prior to entry onto any NBCU Premises, if such screenings are required by NBCUniversal in its sole discretion;
- (iii) inform all Vendor Parties entering NBCU Premises of NBCUniversal's COVID-19 Workforce Privacy Notice posted at www.universalstudioslot.com; and
- (iv) sign and return to NBCUniversal the acknowledgment form provided with this Agreement.

c. Each party shall immediately notify the other party if any of its personnel is known or is suspected to be infected with the COVID-19 virus, where that person had Close Contact with any of the other party's personnel while potentially infectious (currently assumed to be 48 hours prior to the first onset of symptoms or the date of the positive COVID test, whichever is earlier). For the purposes of this section, a potentially infectious person has had "Close Contact" with another person if they were less than 6 feet apart for at least 15 minutes, or the potentially infectious person had sneezed or coughed on or near the other person, or such definition as NBCUniversal may notify to Vendor in writing from time to time. Each party shall assist the other party in its efforts to mitigate the impact of any such potential exposure by promptly providing any information that the other party may reasonably request for the purpose of protecting individuals who may have been exposed. Each party shall endeavor to obtain any legally required consents or authorizations to enable it to comply with these obligations.

d. Vendor's failure to comply with this Section 1 shall constitute a material breach of this Agreement, and NBCUniversal shall have the right to require the immediate removal of all Vendor Parties from any and all NBCU Premises, and suspend or terminate any agreement between NBCUniversal and Vendor which may involve Vendor entering onto NBCU Premises.

2. COVID-19 Acknowledgements.

a. Vendor acknowledges the contagious nature of COVID-19, and voluntarily assumes the risk that Vendor Parties may be exposed to or infected by COVID-19 while on NBCU Premises, and that such exposure or infection may cause personal injury, illness, permanent disability or death (each, a "COVID-19 Injury"). Vendor understands that the risk of a COVID-19 Injury to a Vendor Party occurring on NBCU Premises may result from the actions, omissions, or negligence of the Vendor Parties and/or others, including, but not limited to, NBCUniversal and its employees, contractors, vendors, suppliers, third-party tenants, licensees (other than Vendor), invitees and guests (collectively with NBCUniversal, "NBCU Parties").

b. NBCUniversal acknowledges the contagious nature of COVID-19, and voluntarily assumes the risk that NBCU Parties may be exposed to or infected by COVID-19 while on NBCU Premises, and such exposure or infection may cause a COVID-19 Injury. NBCUniversal understands that the risk of a COVID-19 Injury to an NBCU Party occurring on NBCU Premises may result from the actions, omissions, or negligence of the NBCU Parties and/or others, including, but not limited to, the Vendor Parties.

3. Mutual Releases of COVID-19 Claims.

a. As between Vendor and NBCUniversal, Vendor releases, covenants not to sue and discharges NBCUniversal and its direct and indirect parents, divisions, subsidiaries, related and affiliated companies, and their respective officers, directors, agents and employees (the "NBCU Releasees") from any Vendor Party's claim that a COVID-19 Injury resulted from such party's presence on NBCU Premises, whether such injury occurred before, during or after contact with NBCU Premises, including all liabilities, claims, actions, damages, costs or expenses of any kind (including reasonable attorneys' fees) arising out of or relating thereto (collectively, "COVID-19 Claims"), except to the extent such COVID-19 Claims arise out of any NBCUniversal Releasee's gross negligence or willful misconduct.

b. As between NBCUniversal and Vendor, NBCUniversal releases, covenants not to sue and discharges Vendor and its direct and indirect parents, divisions, subsidiaries, related and affiliated companies, and their respective officers, directors, agents and employees (the "Vendor Releasees") from any NBCUniversal Party's COVID-19 Claims, except to the extent that such COVID-19 Claims arise out of any Vendor Releasee's gross negligence or willful misconduct. The foregoing release shall not be effective with respect to any NBCUniversal Party's COVID-19 Claims arising out of Vendor's contact with NBCU Premises if Vendor failed to notify NBCUniversal of health risks as required by Section 1(c) above within 24 hours of becoming aware of such risks.

4. COVID-19 Claims Indemnification.

a. Vendor agrees to indemnify, save, defend and hold harmless the NBCUniversal Releasees from any and all Vendor Party's COVID-19 Claims, including but not limited to any such COVID-19 Claims that arise out of any NBCUniversal Releasee's negligence, except to the extent such COVID-19 Claims arise out of any NBCUniversal Releasee's gross negligence or willful misconduct.

b. NBCUniversal agrees to indemnify, save, defend and hold harmless the Vendor Releasees from any and all NBCUniversal Party's COVID-19 Claims, including but not limited to any such COVID-19 Claims that arise out of Vendor's and/or any Vendor Party's negligence, except to the extent that such COVID-19 Claims arise out of Vendor's and/or any Vendor Parties' gross negligence or willful misconduct. NBCUniversal's obligation in the immediately preceding sentence shall not be effective with respect to any NBCUniversal Party's COVID-19 Claims arising out of Vendor's contact with or use of NBCU Premises if Vendor failed to notify NBCUniversal of health risks as required by Section 1(c) above within 24 hours of becoming aware of such risks. c. If and to the extent the scope of the obligations of either party set forth in Subsections 4(a) and (b) above are limited by Applicable Laws, (i) such obligations shall be deemed to be limited only to the extent required by Applicable Law, and (ii) any limitation applicable to one party's obligations shall be deemed to apply to the other party's obligations to the same extent.

5. **Insurance.** If requested by NBCUniversal, Vendor shall provide a Certificate of Insurance documenting its insurance coverages prior to entering onto NBCU Premises.

6. **General.** This Agreement is governed by California law without consideration of its conflict of laws principles. If any provision of this Agreement is determined to be illegal, unenforceable, null, void or otherwise invalid by any court of competent jurisdiction, (a) such provision will be modified to the least extent necessary to render it valid, enforceable and consistent with the Parties' original intent and (b) the remaining terms and provisions of this Agreement will not be affected and will remain in full force in effect.