

RED BOOK MASTER LUMBER SUPPLIER AGREEMENT

This Agreement, effective as of _____, 20__, is entered into by and between **C&G Construction Supply Company**, located at 1593 Valencia Court Calumet City, Illinois 60409 ("Supplier") and **NBCUniversal Media, LLC**, with offices at 100 Universal City Plaza, Universal City, CA 91608 ("NBCUniversal").

Supplier and NBCUniversal agree as follows:

1. Term. The term of this Agreement shall be two (2) years from the effective date first written above, provided that, unless the Agreement is sooner terminated under the terms hereof, or extended by mutual written agreement of the parties, the Agreement shall continue on a month-to-month basis thereafter until terminated by either party giving thirty (30) days' prior written notice of termination thereof.
2. Goods and Services. Supplier shall provide to NBCUniversal the goods and/or services described in Attachment A hereto, under the terms and conditions of this Agreement. All divisions and subsidiaries of NBCUniversal, including production companies producing product for NBCUniversal, shall have the right to purchase such goods and/or services under the terms of this Agreement.
3. Compliance with Laws. Supplier shall comply with all applicable federal, state, provincial and local laws, rules, ordinances, and requirements of all governmental agencies and regulatory bodies, both domestic and foreign, having jurisdiction in connection with Supplier's performance of this Agreement ("Applicable Laws"), including without limitation all Applicable Laws related to the import, export, transport, sale, receipt, acquisition, or purchase of lumber products in fulfilling orders for lumber under this Agreement.
4. Plywood Order Requirements. For any plywood order hereunder, Supplier shall fill such order only with one or more of the following types of plywood:
 - (a) plywood that is entirely of North American origin; and/or
 - (b) FSC certified Meranti, Mahogany, or Lauan plywood; or
 - (c) an alternative to Meranti, Mahogany, or Lauan plywood that contains no tropical hardwood material and is pre-approved in writing by NBCUniversal, in NBCUniversal's sole discretion.

If Supplier is unable to fill a plywood order in accordance with the immediately preceding sentence by the agreed delivery or pick-up date, and at the price agreed in advance by NBCUniversal (including any agreed premium for such types of plywood), Supplier shall promptly notify NBCUniversal's Sustainability Department or Sourcing Department, and propose:

- (x) other types of plywood that are available that may be acceptable to NBCUniversal; and/or
- (y) an adjustment to the agreed pricing/premium that may allow Supplier to obtain acceptable plywood to fill NBCUniversal's orders; or
- (z) any other resolution that may be acceptable to both parties.

If the parties fail to agree on a resolution, NBCUniversal shall have the right to cancel the subject order for plywood without cost or penalty. If the parties agree to a resolution that modifies the order, the parties shall agree in writing to the modification of the order, or the

original order may be cancelled and replaced with a new order that reflects the modification agreed by the parties.

5. Plywood Reports. Provider shall create and promptly provide to NBCUniversal upon request a report that shall include for each plywood order: (i) the date, (ii) customer name, (iii) purchase order number, (iv) a description of the product (including product name, dimensions, and FSC Certification), (v) quantity, (vi) price per unit, and (vii) any other information as reasonably requested by NBCUniversal.
6. Pricing. Pricing shall be as set forth in Attachment B hereto.
7. Preferred Supplier. NBCUniversal shall make reasonable efforts to utilize Supplier as a preferred supplier for the goods and/or services described in Attachment A, and list Supplier in the NBCUniversal Sourcing Red Book. NBCUniversal reserves the right to use other suppliers if conditions warrant.
8. Other Terms and Conditions. The terms and conditions set forth in Attachment C hereto shall apply to this Agreement, provided, if any term in Attachment C conflicts with a term in the body of this Agreement or in Attachment A or B, the term in Attachment C shall be superseded and governed by the other term.

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NBCUniversal Media, LLC

Signature

Print Name

Title

Address for Notices:

NBCUniversal:

NBCUniversal Media, LLC
100 Universal City Plaza, Bldg. 1280/4
Universal City, CA 91608-1002
Attn: Sourcing, Senior Vice President

And:

NBCUniversal Media, LLC
100 Universal City Plaza, Bldg. 1280/6
Universal City, CA 91608-1002
Attn: Legal Department

Supplier:

Attention: _____

C&G Construction Supply Company

Signature

Print Name

Title

ATTACHMENT A
DESCRIPTION OF GOODS AND/OR SERVICES

[insert before signing]

ATTACHMENT B

PRICING

Description	Discount Percentage
Overall Discount Per Purchase	3%

Rebate Schedule	Rebate Percentage
\$0 - \$500,000	1.5%
\$500,001+	2.5%

Commencing as of January 1, 2021, Supplier agrees to pay NBCU an annual rebate pursuant to the table above of NBCU's total spend with Supplier (calculated on a per calendar year basis) if NBCU's total spend with Supplier equals or exceeds the amount reflected in the Rebate Schedule per calendar year ("Rebate"). Supplier shall calculate, and report to NBCU with appropriate detail, the rebate amount due for each contract year ("Rebate Period") by January 31 of the following year. Supplier shall pay such amount to NBCU by March 1 of each year following the Rebate Period. For the avoidance of doubt, the first Rebate Period shall commence on January 1, 2021 and end on December 31, 2021.

ATTACHMENT C

TERMS AND CONDITIONS

These Terms and Conditions are part of this Agreement and any order for goods or services ("Purchase Order") placed with Supplier by NBCUniversal Media, LLC, any affiliate or any production company doing business with NBCUniversal Media, LLC (each, as referred to herein, "NBCUniversal"), and together with the other terms of this Agreement, shall constitute the agreement between NBCUniversal and Supplier for the purchase of goods and/or services set forth on such Purchase Order. As used herein, "Supplier" shall mean supplier entity named on the first page of the Agreement. Other capitalized terms not defined herein shall have the meanings assigned to them elsewhere in the Agreement.

1. Acceptance. Supplier may accept a Purchase Order, and any changes thereto requested in writing as provided below, by written or verbal notice to NBCUniversal, furnishing any goods ("Goods") or services ("Services") specified in the Purchase Order, accepting payment for Goods or Services, or any other act or omission that can reasonably be construed as acceptance of the Purchase Order. By acceptance of a Purchase Order, Supplier agrees to comply fully with the terms and conditions of sale set forth in the Purchase Order and these Terms and Conditions, and any supplements hereto which are expressly incorporated by a reference herein. Acceptance by Supplier of any Purchase Order is expressly limited to the terms and conditions contained in this Agreement, and none of Supplier's terms and conditions in acknowledging or accepting a Purchase Order shall apply. NBCUniversal's acceptance of Goods or Services provided pursuant to any Purchase Order shall not constitute acceptance of any Supplier terms and conditions regarding Supplier's performance of such Purchase Order. No employee, representative or agent of NBCUniversal has any authority to bind NBCUniversal to any terms except those specifically included in this Agreement or a written amendment hereto which is signed by an authorized representative of NBCUniversal's Sourcing Department. Any different or contradictory terms in any Supplier-provided order form, rental agreement, or other document regarding an order, even if executed or agreed to by an NBCUniversal employee, representative or agent, shall be of no force or effect. Supplier shall make no substitutions or changes to Goods as ordered unless NBCUniversal gives prior written consent to such substitution. Shipments shall not vary from quantities specified herein unless agreed to in writing by NBCUniversal. Supplier may not ship under reservation.

2. Delivery/Inspection/Rejection/Remedies. Time is of the essence with respect to any Purchase Order. If Supplier fails to make deliveries or perform the Services at the time agreed upon, or performs the work in such a fashion as to endanger its ability to make timely deliveries or render timely performance of Services, NBCUniversal shall have the right to cancel its entire order or the portion so delayed, and Supplier shall be liable for all costs and damages incurred by NBCUniversal as a result of such delay, including without limitation, costs of cover. NBCUniversal may deduct the amount of such costs and damages from any payments owed to Supplier, and invoice Supplier for any excess, which excess Supplier shall pay within 30 days of such invoice date. Goods purchased F.O.B. Supplier's plant or shipping point shall not be considered delivered until they reach the NBCUniversal receiving point as set forth in the applicable Purchase Order or such other shipping point as may be agreed to in writing for such order; however, NBCUniversal assumes responsibility at the F.O.B. point for transportation charges (where applicable), provided such Goods are either prepared and packed in accordance with the packaging specifications expressly set forth in the applicable Purchase Order, or if none are expressly set forth, then as set forth below. Supplier shall package all Goods for ease of handling and in such manner as to assure their protection during shipment and storage. Supplier shall mark all packing slips and invoices with the applicable Purchase Order number. All Goods shall be subject to inspection by

NBCUniversal after delivery, and NBCUniversal may reject any Goods containing defective materials or workmanship or that do not conform to specifications or samples. Final inspection and acceptance of Goods and Services shall be on NBCUniversal's premises unless otherwise agreed to in writing. Nonconforming Goods shall be returned at full invoice price plus applicable shipping charges, and Supplier's account shall also be charged for the inbound transportation cost plus handling expense. If any of the goods ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the applicable Purchase Order or specifications set forth to Supplier from NBCUniversal, in addition to such other rights, remedies and choices as it may have by contract or by law, NBCUniversal, in its sole discretion, may: (a) reject and return such Goods as specified above; (b) require Supplier to remove and replace nonconforming Goods with Goods that conform to the Purchase Order or specifications set forth by NBCUniversal; or (c) require Supplier to repair nonconforming Goods at a facility designated by NBCUniversal. If NBCUniversal elects option (b) above and Supplier fails to promptly make the necessary removal and replacement, NBCUniversal may in its sole discretion sort the Goods and return all nonconforming Goods to Supplier, and Supplier shall pay the cost of such sorting and return. Approval by NBCUniversal of Supplier's proposed design, test plans and/or procedures, manufacturing processes, methods, tooling or facilities shall not relieve Supplier from meeting all requirements of this Agreement or an applicable Purchase Order. The rights and remedies of NBCUniversal hereunder are cumulative and in addition to those which NBCUniversal may have under law or equity.

3. General Shipping Instructions. For shipments for which NBCUniversal pays shipping charges: (a) all shipments moving in one day to the same location via the same carrier shall be consolidated into one bill of lading. Multiple packages in the same courier shipment shall be tied into bundles; (b) unless otherwise specifically instructed, shipments via limited liability carriers (e.g., UPS) and those subject to replacement value ratings shall be declared at the value, which will secure the lowest transportation charge; (c) Supplier shall comply with NBCUniversal's shipping and routing instructions. Supplier shall not use premium cost transportation unless authorized in advance by NBCUniversal; (d) losses and/or excess charges resulting from deviation from NBCUniversal's instructions will be charged to Supplier's account; (e) Supplier shall forward the receipt or bill of lading signed by the carrier with Supplier's invoice as evidence of shipment. Supplier shall receive and retain mailing receipts for uninsured parcel post.

4. Services. (a) All Services shall be provided according to the specifications agreed upon by the parties, and shall include all services customarily rendered by a contractor in Supplier's industry. Supplier shall perform all Services in a good and workmanlike manner, in accordance with quality standards at least as high as current industry standards, and using personnel qualified and capable of performing the Services according to such standards. Supplier shall coordinate with the NBCUniversal contact named in the Purchase Order as to scheduling and other specifications not set forth in the Purchase Order or otherwise agreed upon by the parties. Supplier shall also provide reports of the type and at the frequency reasonably requested by NBCUniversal during the term of the engagement, and shall deliver to NBCUniversal those Goods specifically referenced in the Purchase Order, at the times identified therein or as otherwise reasonably requested by NBCUniversal. The Services shall be non-exclusive (except as otherwise noted on the Purchase Order), but on a first-priority, in-person basis, during the term of the Supplier's engagement. Supplier and its subcontractors shall comply with the rules set forth in the NBCUniversal Contractor Safety Policy if providing Services at any NBCUniversal premises, which Policy is incorporated into and made part hereof by this reference. Supplier may obtain a copy of such Policy from the NBCUniversal contact upon request.

(b) [reserved]

(c) NBCUniversal may at any time request that Supplier perform work in addition to the Services ("Additional Services") by submitting such a request to Supplier in writing, signed by an authorized representative of NBCUniversal's Sourcing Department. Supplier may accept such request by: written or verbal acceptance; performing the Additional Services; accepting payment therefor; or any other act or omission that can reasonably be construed as acceptance of such request. Payment for such Additional Services shall be at the rate set forth by NBCUniversal in such request, or a different rate, provided NBCUniversal agrees to such different rate in writing prior to Supplier performing the Additional Services. The rights and obligations of the parties set forth in these Terms and Conditions pertaining to Services shall also apply to Additional Services.

(d) If at any time Supplier determines that it will have to incur unforeseen additional costs to complete the Services, whether due to changes requested by NBCUniversal or any other unforeseen change in circumstances, Supplier shall have an absolute obligation to notify NBCUniversal thereof and Supplier shall not charge any such additional costs to NBCUniversal, either directly or indirectly, unless it obtains NBCUniversal's prior written approval of such additional charge.

(e) NBCUniversal may request the replacement of any worker provided by Supplier to perform Services hereunder at any time for any lawful reason, and Supplier shall replace that worker as soon as possible with a worker whose performance is acceptable to NBCUniversal, at no additional charge to NBCUniversal. If NBCUniversal requests that Supplier assign particular employees or subcontractors to perform services hereunder, Supplier shall use its best efforts to accommodate such request, and if it is unable to do so, it shall provide workers of like skill and experience to perform the Services.

5. Changes. NBCUniversal may, at any time, by a written order, and without notice to sureties, make changes within the general scope of a Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost to Supplier to perform the work required under such Purchase Order, or the delivery schedule, Supplier shall immediately notify NBCUniversal of Supplier's proposed modifications to the price and/or delivery schedule. If NBCUniversal notifies Supplier of (a) NBCUniversal's acceptance of such proposal, such Purchase Order shall be deemed so modified, or (b) NBCUniversal's rejection of such proposal. Such Purchase Order shall not be deemed modified and shall be performed by Supplier as originally written unless the parties agree to a mutually acceptable modification prior to such performance. NBCUniversal Engineering, Technical and other personnel may from time to time render assistance or give technical advice to or exchange information with Supplier's personnel concerning a Purchase Order or the Goods or Services to be furnished thereunder. However, this shall not constitute a waiver with respect to any of Supplier's obligations or NBCUniversal's rights hereunder or be authority for any change in the Goods or Services called for hereunder. Any waiver or change to be valid and binding upon NBCUniversal must be in writing and signed by an authorized representative of NBCUniversal's Sourcing Department. In case of any doubt, Supplier should promptly consult NBCUniversal's Sourcing Department for further instructions. In connection with any claim for adjustment under this paragraph, Supplier shall submit cost data in such form and detail as may reasonably be required by NBCUniversal; if an affected Purchase Order relates to a prime contract with the U.S. Government, Supplier shall, upon NBCUniversal's request, submit a Certificate of Current Cost or Pricing Data, in substantially the form set forth in Section 3-807.4 of the Armed Services Procurement Regulation, with respect to such data. Where the cost of property made obsolete or excessive as a result of a change is included in Supplier's claim for adjustment pursuant to this paragraph, NBCUniversal shall have the right to prescribe the manner of disposition of such property. Whenever any actual or potential event, including labor disputes, occurs that delays or threatens to delay the timely performance of a

Purchase Order, Supplier shall give immediate notice to NBCUniversal in writing. If Supplier does not comply with NBCUniversal's delivery schedule, NBCUniversal may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Supplier.

6. Warranty. Unless a different warranty is set forth on the face of a Purchase Order, Supplier warrants all Goods and/or Services delivered or provided under this Agreement to be free and clear of all liens, encumbrances, security interests or other claims, free from defect in design, materials or workmanship, and fit for the purpose intended for a period of twelve (12) months from delivery to, and acceptance by NBCUniversal, and to conform strictly to the specifications, drawings or sample specified or furnished and any supplementary documentation referenced herein. In the event that any of the Goods are software, Supplier represents and warrants that such Goods do not contain any code, programming instruction, or set of instructions that is intentionally constructed to damage, interfere with or otherwise adversely affect operation of such Goods or other computer programming code, data files, or hardware without the consent and intent of NBCUniversal. Supplier further warrants that it complies with the requirements of all applicable federal, state, provincial and local laws, rules, ordinances, regulations and requirements of all governmental agencies and regulatory bodies, both domestic and foreign, having jurisdiction such as, but not limited to (with respect to Goods and Services produced and/or delivered in the United States): OSHA; Hazardous Materials Transportation Act; Dept. of Transportation 'Hours of Service' restrictions for drivers; Toxic Substances Control Act; Consumer Product Safety Act; Federal Food, Drug and Cosmetic Act; Fair Packaging and Labeling Act; Federal Hazardous Substances Act; Consumer Product Safety Improvement Act of 2008; Poison Prevention Packaging Act; Flammable Fabrics Act; California State Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"); California Lead-Containing Jewelry Act, and the Lacey Act. This warranty shall survive any inspection, delivery or acceptance of the Goods or Services, or payment therefor by NBCUniversal.

7. Pricing. Prices set forth in this Agreement shall be firm and fixed for a thirty (30) day period from date prices quoted for the term hereof unless otherwise agreed to in writing by an authorized representative of NBCUniversal. Unless otherwise stated on the Purchase Order, such prices include (a) all applicable federal, state, provincial and local taxes, and (b) all charges for packaging and transportation to F.O.B. point. Prices for Goods shall conform to Bureau of Labor Statistics' PPI group data for lumber and other construction materials.

8. Payment. Payment for Goods and Services shall not be due and payable unless the delivery or performance of such Goods and Services has been completed, the Goods or Services have been accepted by NBCUniversal, and appropriate invoices have been received by NBCUniversal. Unless otherwise specified on the Purchase Order, payment terms shall be 1.5% 15, net 45 days from NBCUniversal's receipt of a complete and accurate invoice. The 2.5% 15 early pay discount period, and any other early pay or cash discount period applicable to the Purchase Order, shall start on the later to occur of (i) NBCUniversal's acceptance of the Goods or Services, or (ii) NBCUniversal's receipt of a complete and accurate invoice for the Goods or Services. In the event that errors in invoicing cause a delay in payment, invoices will default to a payment term of 1.5% 30, Net 75. Payment made by NBCUniversal in compliance with a Purchase Order shall be deemed full and complete compensation for the Goods or Services, Supplier's costs and expenses, and equipment supplied by Supplier, all as specified in a Purchase Order, and all rights granted to NBCUniversal hereunder. It is expressly understood that should NBCUniversal for any reason whatsoever fail to make a payment required hereunder, then NBCUniversal shall not be deemed in default hereunder unless and until following such failure Supplier shall have given written notice demanding such payment and NBCUniversal shall have failed to make such payment within ten (10) days of NBCUniversal's receipt of such notice. Supplier shall be solely

liable for and shall pay all applicable federal, state, provincial and/or local taxes on all amounts earned pursuant to this Agreement.

9. Expenses. Unless provided otherwise in a Purchase Order, expenses incurred by Supplier will only be reimbursed if they are (i) approved in advance in writing by an authorized representative of NBCUniversal's Sourcing Department; (ii) are incurred in connection with performing Services; and (iii) are reasonable, reimbursable and substantiated with satisfactory original documentation, all in accordance with NBCUniversal's Reimbursable Expenses Guidelines, which are incorporated herein by reference, and are available to Supplier upon request.

10. Withholds/Lien Releases. NBCUniversal may withhold or nullify (whether or not on account of subsequent discovered evidence) the whole or part of any payment due hereunder to the extent reasonably necessary to protect NBCUniversal from loss due to: (a) defective work not remedied; (b) claims filed or reasonable evidence indicating probable filings in connection with the Goods or Services; (c) failure of Supplier to make necessary payments to subcontractors for materials or labor furnished in connection with a Purchase Order; (d) reasonable doubt that a Purchase Order can be completed on time and/or for the balance then unpaid; or (e) as a setoff against any amount payable at any time by Supplier to NBCUniversal in connection with a Purchase Order. When Supplier removes the grounds for a withheld payment, NBCUniversal shall pay the amounts withheld pursuant to the payment terms set forth in this Agreement. NBCUniversal may require that each invoice comprising payments to subcontractors shall include appropriate conditional and unconditional waiver and lien releases from both Supplier and Supplier's subcontractors.

11. Term and Termination. The Term of this Agreement shall be as set forth on the first page of this Agreement. Unless otherwise expressly set forth in a Purchase Order, the term of any Purchase Order shall be from the date of the Purchase Order until delivery and acceptance of all or Goods or completion of all the Services covered by such Purchase Order. Notwithstanding the foregoing, NBCUniversal may terminate this Agreement or any Purchase Order at any time, for any reason, upon written notice to Supplier; provided, that if NBCUniversal terminates this Agreement or any Purchase Order for any reason other than Supplier's default, NBCUniversal shall pay to Supplier any and all sums that are due and payable for Goods delivered and accepted, and Services provided and accepted, through the date of termination, and shall reimburse Supplier for pre-approved reimbursable expenses (as provided in Sec. 9 hereof) incurred through the date of such termination. NBCUniversal shall not be liable for, and Supplier shall not charge or make any claim against NBCUniversal, for any amounts related to such termination other than the amounts specified above in this Section 11.

12. Bankruptcy. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier, including any reorganization or arrangement proceeding, or in the event of the appointment, with or without Supplier's consent, of an assignee for the benefit of creditors or a receiver, or in the event of any financial distress of Supplier which in NBCUniversal's reasonable judgment impairs Supplier's ability to perform this Agreement or any Purchase Order, then NBCUniversal may cancel this Agreement or such Purchase Order for default and hold Supplier accountable for any additional costs or damages incurred by NBCUniversal. NBCUniversal's only liability shall be payment in accordance with this Agreement or applicable Purchase Order for Goods and/or Services previously provided and accepted, and, if requested by NBCUniversal, those subsequently provided and accepted in accordance with the terms of this Agreement and any applicable Purchase Order.

13. Supplier's Remedies. Supplier's sole and exclusive remedy for NBCUniversal's breach,

termination or cancellation of this Agreement, any Purchase Order or any term hereof (including any term pertaining to credit) shall be an action for actual damages; provided that the maximum amount payable by NBCUniversal under any theory shall be limited to the face amount of the applicable Purchase Order(s). Supplier irrevocably waives any right to equitable or injunctive relief.

14. Employer Obligations and Other Obligations.

(a) Labor Disputes. Supplier agrees to conduct its operation and its relations with all of its employees and all of the employees of subcontractors so as not to interfere with, or cause labor or union friction with, any labor unions or personnel working at any NBCUniversal location. If Supplier becomes involved in a labor dispute that may potentially injure or inconvenience NBCUniversal, Supplier shall comply with all NBCUniversal instructions regarding continued performance of this Agreement, and NBCUniversal shall have the right to terminate this Agreement immediately as provided in Section 11 above. Supplier shall reimburse NBCUniversal for any costs incurred by NBCUniversal as a result of labor difficulties that arise in connection with Supplier's presence on NBCUniversal's premises.

(b) [reserved]

(c) Immigration Laws. For Goods and Services to be produced or provided in the United States, Supplier agrees to comply with the Immigration Reform and Control Act of 1986 with respect to all employees of Supplier. Supplier hereby certifies that it has verified the identity and employment eligibility and completed an I-9 form for every employee that provides Goods or Services to NBCUniversal hereunder. NBCUniversal reserves the right to audit Supplier's records supporting such certification, and to immediately terminate this Agreement if Supplier fails to provide legally adequate records as to each such employee. NBCUniversal further reserves the right to require Supplier to provide such certification on a periodic basis during the Term of this Agreement, and to make payment of any amounts owed to Supplier at the time contingent upon Supplier providing such periodic certification.

(d) Equal Employment Opportunity. Supplier shall provide equal employment opportunities to all applicants and employees without regard to race, color, religion/creed (including religious dress and grooming), sex, gender, gender identity/expression, age, national origin, ancestry, citizenship, physical disability, mental disability, medical condition (including genetic characteristics), sexual orientation, marital status, pregnancy, veteran/military status, genetic information, or any other basis protected by applicable law ("protected characteristics"). To the extent required by applicable law, Supplier shall also provide equal employment opportunities to individuals regardless of any perception that an individual has a protected characteristic or associates with a person who has or is perceived as having a protected characteristic. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation. Supplier also shall require that its sub-supplier conform to these standards.

(e) General Employer Obligations. If Supplier is a corporation, firm or other entity, Supplier shall discharge all obligations of an employer to its employees providing any of the Services hereunder including, but not limited to, the payment to its employees of not less than the minimum compensation under any applicable law, guild or union agreement, the payment of pension, health and welfare contributions required under any applicable law, guild or union agreement, the withholding and reporting of contributions, insurance deductions and applicable taxes required by law, including payroll taxes and unemployment insurance, and providing satisfactory evidence to NBCUniversal from third parties furnishing services to Supplier for the

purpose of enabling or assisting Supplier to perform hereunder. In addition to, and not as a modification of, any term set forth in this Agreement, Supplier agrees that it will: (i) provide workers a safe and healthy workplace, in full compliance with applicable law; (ii) only employ workers above the applicable minimum age requirement or the age of 16, whichever is higher; (iv) not utilize forced, prison, or indentured labor, or subject workers to any form of compulsion or coercion; (v) allow its workers to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by local law; (vi) prohibit physical, sexual or psychological harassment or coercion of its workers; (vii) assure that workers are hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age, and other characteristics protected by local law (this does not bar compliance with affirmative preferences that may be required by local law); and (vii) require its sub-suppliers to conform to similar standards.

15. [reserved]

16. [reserved]

17. [reserved]

18. Supplier's Representations and Warranties. Supplier represents and warrants that (a) it has the right to enter into and fully perform this Agreement and to grant the rights granted to agreed to be granted hereunder and will not do or permit any act which will interfere with or derogate from the full performance of the Services or the exercise of NBCUniversal's rights granted herein; (b) there is no outstanding contract or commitment or legal impediment of any kind which conflicts with this Agreement, or which may limit, restrict or impair the rights granted to NBCUniversal hereunder; and (c) Supplier is in compliance with all applicable federal, state, provincial, and local laws and regulations including but not limited to those relating to labor and employment, environmental issues and immigration status of its employees. Supplier further represents that with respect any materials created by Supplier hereunder specifically for, and delivered to, NBCUniversal ("Materials"), any such Materials shall be Supplier's (or Supplier's employee's or subcontractor's) original creation (except for material in the public domain, material furnished by NBCUniversal or other material specifically requested by NBCUniversal which Supplier has informed NBCUniversal is not Supplier's or in the public domain); such Materials do not and will not defame, infringe upon, or violate any rights of any kind, including the right of privacy, of any person; and such Materials are not the subject of any litigation or claim that might give rise to litigation. If Supplier is a corporation, firm or other entity, Supplier further represents and warrants that Supplier is in good standing under the laws of the state of its incorporation and is qualified to do business in every jurisdiction where its operations would require it to be so qualified, and has all necessary licenses or permits required to conduct its business and perform its obligations hereunder, copies of which shall be furnished to NBCUniversal upon request.

19. Indemnification. Supplier shall indemnify, defend and hold harmless, NBCUniversal, its parent, subsidiary and affiliated companies, its and their officers, employees and agents (collectively, the "Indemnified Parties"), from any and all claims, demands, causes of action, liability, judgments, damages, costs and expenses (including reasonable attorneys' fees) asserted against, imposed upon or suffered by any Indemnified Party arising out of or resulting from performance by Supplier under this Agreement or the breach or alleged breach of any warranty, representation, or agreement herein, or any act or omission of Supplier, Supplier's employees, agents or subcontractors in connection with Supplier's performance hereunder, including but not limited to any claims for bodily injury, death or property damage, product liability, and infringement of any proprietary right, patent, copyright or trademark. The foregoing indemnity

shall include injury or death of any of Supplier's employees or any subcontractor's employees and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers' compensation, disability benefits or their similar employees benefit act. This indemnity requires indemnification to the Indemnified Parties except to the extent of any Indemnified Party's partial or contributory negligence.

20. Insurance. At least 5 days prior to the commencement of any Services or the delivery of any Goods, Supplier shall provide NBCUniversal with a Certificate of Insurance indicating that the following coverages and limits are in full force during the term of this Agreement, in addition to the declaration page and the endorsement page of the policy showing NBCUniversal as an additional insured:

- a) Workers Compensation and Employers Liability: (1) Statutory Workers Compensation (including occupational disease) in accordance with the laws of the State or Province where the work will be performed and including the Other States Endorsement; and (2) Employers Liability Insurance with a limit of at least \$1,000,000 each employee, \$1,000,000 each accident, \$1,000,000 policy limit.
- b) Commercial General Liability ("CGL"), on an occurrence basis, with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$5,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies. Coverage shall include at least the following: (1) Broad Form Property Damage including Completed Operations coverage; (2) Independent Contractors; (3) Blanket Written Contractual Liability covering all Indemnity Agreements; if not written on a blanket basis, it must be endorsed to cover indemnitees specified in the agreement; (4) Endorsement naming NBCUniversal Media, LLC, its affiliates, and all owners, lessors and lessees of the premises covered by the agreement, as additional insureds and endorsement of specified owners and other additional insureds as may be required from time to time; coverage for the additional insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not; (5) standard extension without limitation; all exclusions not found within the Commercial General Liability form must be specified; (6) products/completed operations (2 year extension beyond completion of project); and (7) underground explosion and collapse hazards, where applicable.
- c) Commercial Automobile Liability (including all owned, leased, hired, and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
- d) Property insurance upon all tools, material and equipment (owned, borrowed or leased by you or your employees) to the full replacement value during the full term of the contract; policy shall cover "all risk"; waiver of subrogation favoring all additional insureds. Supplier's failure to secure and maintain adequate coverage shall not obligate NBCUniversal, its agents or employees for any losses.
- e) If requested, Professional Liability insurance covering the insured's liability for damages resulting from wrongful acts in the provision of, or failure to provide, professional services, with a limit of not less than \$2,000,000 per claim. If this policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement and remain in effect for a period of not less than two (2) years from cancellation of this Agreement.

All policies shall be endorsed to require thirty (30) days written notice prior to cancellation, non-renewal or material modification, to be sent to NBCUniversal at address of the NBCUniversal facility where goods or services are to be provided or delivered, attention: Risk Management. All insurance carriers must (i) be licensed in the State or Province in which the work is performed, and (ii) be rated at least "A-X" in the most current edition of Best's Insurance Reports.

21. Confidentiality. Supplier acknowledges that in the performance of this Agreement, Supplier will have access to (i) trade secrets and confidential or proprietary business information of NBCUniversal or its parent or affiliated companies, which is not generally known and which gives NBCUniversal, its parent and affiliated companies an advantage over their competitors who do not know it, or the contents of any project and/or material handled by Supplier on NBCUniversal's behalf (such information referred to herein as "NBCUniversal's Confidential Information"). Supplier agrees to refrain at all times, either during or after the performance of this Agreement, from using or disclosing to others NBCUniversal's Confidential Information except for the benefit of NBCUniversal and further to refrain from any other acts which would decrease the value of NBCUniversal's confidential information. All NBCUniversal's Confidential Information, including but not limited to, any files, records, documents, drawings, specifications, prints, computer programs, customer lists, training materials, specific customer information, engineering studies, compilations of product research or marketing techniques provided by or relating to NBCUniversal or NBCUniversal's parent or affiliated companies, or coming into Supplier's possession in connection with the performance of its duties hereunder, shall remain the exclusive property of NBCUniversal. Upon termination of this Agreement, Supplier shall return to NBCUniversal promptly any and all documents or items that are the property of NBCUniversal or contain or comprise NBCUniversal's Confidential Information. This covenant of confidentiality shall survive the termination of this Agreement. Unless NBCUniversal expressly agrees otherwise in writing, no information or knowledge disclosed to NBCUniversal by Supplier in the performance of or in connection with this Agreement shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions as part of the consideration for this Agreement. Notwithstanding the foregoing nondisclosure obligations, as specified in 18 U.S.C. Section 1833(b), Supplier shall not be held criminally or civilly liable under any federal, provincial, or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, provincial, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

22. NBCUniversal-Provided Materials. All materials, tools, plates, artwork, film, drawings, specifications and similar items furnished by NBCUniversal to Supplier or paid for by NBCUniversal pursuant to this Agreement are the sole property of NBCUniversal, shall be clearly identified as NBCUniversal property, shall be removable by NBCUniversal at no additional cost, shall be used only in performing this Agreement, shall be inventoried by Supplier and kept separate from other such materials, shall be disposed of by Supplier as NBCUniversal shall direct, and may not be copied, duplicated or furnished to third parties, except with the prior written consent of NBCUniversal. Supplier acknowledges that such materials may be protected by NBCUniversal under applicable copyright, patent and trademark laws. Supplier shall exercise all due care in protecting the security and integrity of materials furnished to Supplier by NBCUniversal. All such security procedures used by Supplier shall be subject to NBCUniversal's written approval. In addition, NBCUniversal may, in its sole discretion, require that Supplier establish specific security procedures with respect to specific property and Supplier shall abide by such procedures. Supplier shall be responsible for loss or damage to any such NBCUniversal property, excepting normal wear and tear, and shall furnish NBCUniversal a written inventory upon request.

23. No Use of NBCUniversal Name or Marks. Supplier shall have no right to use NBCUniversal's or its affiliates' names, trademarks, service marks, trade names, logos or other identifying information, or issue any news release, advertisement, publicity or promotional material regarding this Agreement or any Purchase Order (including denial or confirmation thereof), except as required to perform its obligations under this Agreement, without the prior written consent of NBCUniversal.

24. No Right to Bind NBCUniversal. Supplier is not and in no way shall hold itself out as an agent or employee of NBCUniversal. Supplier acknowledges that nothing in this Agreement gives Supplier the right to bind or commit NBCUniversal to any agreements with any third parties and Supplier shall not enter into any agreements with third parties to perform any of the Services without the prior written consent of NBCUniversal.

25. Independent Contractor. Supplier is and shall be deemed to be an independent contractor of NBCUniversal and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable for any representations, act or omissions of the other contrary to the provisions hereof.

26. No Third-Party Beneficiaries. The agreement between the parties hereto is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

27. Assignment. NBCUniversal shall have the right to assign this Agreement or any Purchase Order, and/or all or any part of NBCUniversal's rights hereunder or thereunder, to any business entity or individual, and this Agreement or such Purchase Order shall be binding upon and inure to the benefit of NBCUniversal's licensees, successors and assigns. Supplier may not assign this Agreement or any Purchase Order or any of Supplier's rights or obligations hereunder or thereunder except with the prior written consent of NBCUniversal, which consent may be granted or withheld in NBCUniversal's sole discretion. Payment to any permitted assignee of Supplier of any amounts hereunder shall be subject to set-off or recoupment for any present or future claim or claims which NBCUniversal may have against Supplier, except to the extent that such claims may be expressly waived in writing by NBCUniversal.

28. No Waiver. No waiver by a party hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding, succeeding or continuing breach of the same or any other covenant or condition.

29. Notices. All notices hereunder shall be in writing and sent to the applicable party at the address of such party set forth under the signatures of the parties to this Agreement, or to such other address which a party subsequently notifies the other in accordance with this section. Notices may be delivered in person, by overnight delivery service, or by certified or registered mail, return receipt requested, and shall be deemed given on the date received (or on the date delivery is refused).

30. Choice of Law/Dispute Resolution. This Agreement shall be governed by the laws of the State of New York unless the address shown for NBCUniversal on the Agreement is in California, in which case the laws of California shall apply. Any dispute arising out of this Agreement (a "Dispute") shall be resolved solely according to the procedures set forth in this Section. The parties shall first negotiate in good faith to attempt to resolve the Dispute, including escalation to

representatives of each party at least one level higher in their organizations. If the Dispute is not so resolved within 30 days, either party may initiate mediation by an active member of the bar of the state whose laws apply to this Agreement (NY or CA) (the “applicable state”), which bar member shall have substantial experience handling complex business transactions or litigation. If the parties are unable to agree upon a mediator within two weeks, either party may apply to the (Manhattan, Los Angeles) office of JAMS or its successor for the appointment of a mediator from a panel maintained by that organization.

If the parties are unable to resolve the Dispute(s) by mediation, then either party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures, including the Optional Appeal Procedure provided for in such rules (the “Arbitration Rules”). The arbitration shall be conducted in (Los Angeles or New York) County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The single neutral arbitrator and the members of any Appeal Panel shall be active members of the bar of the state whose laws apply to this Agreement (NY or CA) (the “applicable state”), which bar members shall have substantial experience handling complex business transactions or litigation. If either party refuses to perform any of its obligations under the final arbitration award (following appeal, if applicable) within the time specified therein or, if no such time is specified, within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in (Los Angeles or New York) County.

Any Dispute that may not be arbitrated pursuant to applicable state or federal law shall be heard only in a court of competent jurisdiction in (Los Angeles or New York) County and the parties hereby consent to the jurisdiction of such court. If the court determines that the Dispute is not arbitrable, then it shall be resolved by the court, sitting without a jury; to the extent permitted by law, the parties hereby irrevocably waive their respective rights to trial by jury of any such Dispute. All other matters and claims for relief shall be subject to arbitration as set forth above.

31. Supplementary Documentation/Complete Purchase Order/Modifications. Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to herein shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions refer to NBCUniversal's Sourcing Department for decision, instructions or interpretation. This Agreement, including these Terms and Conditions, contains the full and complete agreement between the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, pertaining hereto, unless otherwise specifically mentioned in this Agreement. The execution of this Agreement has not been induced by any representations, statements, warranties or agreements other than those set forth herein. This Agreement may only be modified by a writing signed by an authorized agent of Supplier, and an authorized representative of NBCUniversal's Sourcing Department.

32. Environment; Health & Safety; Other Compliance. (a) In addition to, and not as a modification of, any term set forth above, Supplier agrees that it will: (i) comply with laws and regulations protecting the environment, and will not adversely affect the environment of its local community; (ii) provide workers a safe and healthy workplace, in full compliance with applicable law; (iii) maintain and enforce a company policy requiring adherence to ethical business practices, including a prohibition on bribery of government officials; (iv) comply with all laws regarding intellectual property of others; (v) maintain security measures consistent with international standards for the protection of its operations and facilities against exploitation by criminal or terrorist individuals and organizations; and (vi) require its sub-suppliers to conform to similar standards.

(b) Supplier represents, warrants and covenants that each chemical substance contained in Goods sold hereunder (i) is on the list of chemical substances compiled and published by (1) the Administrator of the US Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et. seq.), as amended; and (2) the equivalent lists in the other jurisdictions to which the Goods will be shipped to or through, or is exempt from the foregoing lists (and Supplier will provide reasonable proof of such exemption); (ii) is manufactured, imported, used and supplied in full compliance with the provisions of Regulation (EC) No. 1907/2006 ("REACH"), and (iii) is pre-registered or registered, if required, under REACH, is not restricted under Annex VII of REACH, and if subject to Authorization under REACH Annex XIV is authorized for NBCUniversal's use. Supplier will provide NBCUniversal with reasonable supporting documentation of the foregoing.

(c) Supplier will immediately notify NBCUniversal if any of the Goods are manufactured by Supplier with, or contain, a substance officially proposed for listing on the list of substances meeting the criteria for authorization under REACH, and Supplier shall provide NBCUniversal with sufficient information to allow NBCUniversal to safely use the Goods and/or fulfill its obligations under REACH.

(d) Supplier represents, warrants and covenants that none of the Goods contain any (i) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls, polybrominated diphenyl ethers or any other hazardous substance the use of which is restricted under EU Directive 2002/95/EC ("RoHS Directive"), as amended; (ii) arsenic, asbestos, benzene, polychlorinated biphenyls or carbon tetrachloride; (iii) any chemical restricted under the Montreal Protocol on ozone-depleting substances; (iv) any substance listed on the REACH candidate list, subject to authorization and listed on Annex XIV of REACH, or restricted under Directive 76/769/EEC and/or Annex XVII of REACH; (v) any engineered nanoscale materials, or (vi) any other chemical or hazardous material the use of which is restricted in other jurisdictions to which or through which the Goods are likely to be shipped, unless NBCUniversal otherwise expressly agrees in writing. Upon request from NBCUniversal, Supplier shall provide NBCUniversal with information regarding the chemical composition of any Goods.

(e) Supplier represents and warrants that, except as expressly listed in writing to NBCUniversal, none of the Goods are (i) subject to electrical or electronic reuse or recycling take-back requirements pursuant to applicable law, or (ii) contain batteries or accumulators or are batteries or accumulators subject to labeling or take-back requirements pursuant to applicable law. For any Goods covered by a take-back obligation (including the WEEE Directive), Supplier agrees to assume, for no additional consideration, responsibility for taking back such Goods upon request from NBCUniversal and handling them in accordance with applicable law.

(f) Supplier represents and warrants that, to the extent applicable to its business, it has developed and implemented security procedures in accordance with (i) the recommendations of the US Customs Service under the provisions of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Supplier's type of business, and (ii) the requirements or recommendations of the EU Authorized Economic Operator ("AEO") program. Supplier shall communicate C-TPAT or other relevant security recommendations to its sub-suppliers and transportation providers, and (ii) upon request of NBCUniversal, provide a written copy of its security procedures. Supplier shall hold NBCUniversal harmless and reimburse NBCUniversal for all costs, losses, claims or penalties charged to or imposed upon NBCUniversal by reason of Supplier's (or any sub-supplier's) non-compliance with C-TPAT, AEO or any other relevant program.

(g) With respect to any Goods, Supplier will provide upon request (i) all applicable safety data sheets, and (ii) mandated labeling information, as required by applicable laws, rules and regulations.

(h) Supplier shall permit NBCUniversal or its representatives to have reasonable access to the sites where the work under this Agreement is performed, or where the Goods are manufactured, in order to assess (i) work quality, (ii) conformance with NBCUniversal's specifications, and (iii) conformance with the terms of this Agreement.

33. Supplier Diversity. Comcast NBCUniversal is committed to including in its supply chain, and maximizing opportunities for, diverse businesses to participate in the performance of Comcast NBCUniversal contracts. Diverse supplier definitions are on the Comcast NBCUniversal supplier diversity website at www.comcast-nbcunisuppliers.com, and include the following: Minority Business Enterprise; Women Business Enterprise; Veteran Business Enterprise; Service Disabled Veteran Business Enterprise; Lesbian, Gay, Bisexual, Transgender Business Enterprise; and Disability-Owned Business Enterprise (collectively, "Diverse Suppliers"). If Supplier is not a Diverse Supplier, Supplier may be asked to participate in Comcast NBCUniversal's Supplier Diversity Program at www.comcast-nbcunisuppliers.com, and may be required to report the amount spent by Supplier and its subcontractors of any tier with Diverse Supplier subcontractors and/or Diverse Suppliers of materials and services, in performing this Agreement. If so required, Supplier shall submit such reports at the frequency specified by NBCUniversal, using Comcast NBCUniversal's online supplier reporting tool located at www.comcast-nbcunisuppliers.com.

34. Equal Opportunity: Supplier shall provide equal employment opportunities to all applicants and employees without regard to race, color, religion/creed (including religious dress and grooming), sex, gender, gender identity/expression, age, national origin, ancestry, citizenship, physical disability, mental disability, medical condition (including genetic characteristics), sexual orientation, marital status, pregnancy, veteran/military status, genetic information, or any other basis protected by applicable law ("protected characteristics"). To the extent required by applicable law, Supplier shall also provide equal employment opportunities to individuals regardless of any perception that an individual has a protected characteristic or associates with a person who has or is perceived as having a protected characteristic. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

35. Pandemic Event: If whether or not existing, known, foreseen or foreseeable at the time of contracting, as a result of epidemic, pandemic, a public health crisis (e.g., epidemic, pandemic, quarantine, etc.), and/or an order or decree of any governmental agency or tribunal, NBCUniversal's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond NBCUniversal's control, NBCUniversal is unable to take possession of the Goods to be provided by Supplier hereunder, or begin use of the Goods, and/or NBCUniversal's intended use of the Goods is interrupted during the term of this Agreement, NBCUniversal shall have the right, exercisable in its sole discretion, to terminate any purchase of Goods and for Services hereunder and/or this Agreement with no further obligations hereunder (other than to pay Supplier for use of the Goods and for Services rendered prior to termination, or to suspend the service and compensation of Supplier hereunder, and further, if NBCUniversal so elects, to extend the period of time during which Supplier is required to provide the Goods or Services. Upon termination in such an event, if NBCUniversal is unable to return the Goods due to a government order, no fees will be imposed during the time that NBCUniversal is storing the Goods while the government order is in effect. In the event of a suspension due to a government entity ordering a shutdown restricting Supplier and/or NBCUniversal from working, no fees will be imposed during this period, until the government entity lifts or rescinds the shutdown.

36. Export Control/Sanctions General Representations and Warranties.

(a) Supplier represents, warrants and agrees that neither Supplier nor any of its subsidiaries, directors, officers or controllers is the subject of any embargoes, sanctions, trade controls, or investment restrictions imposed, administered, or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Commerce Department, the U.S. State Department, Executive Orders by the President of the United States, the United Nations Security Council, the United Kingdom, the European Union or any member thereof, or other relevant sanctions authority (collectively, "Sanctions") and that all services provided hereunder shall be in compliance with all applicable Sanctions and export control laws, including those administered by the US Department of Commerce Bureau of Industry and Security and the US State Department Directorate of Defense Trade Controls ("Export Controls"). The failure of any of the foregoing representations, warranties and agreements to be and remain accurate throughout the Term hereunder shall be deemed material breach hereunder and NBCUniversal shall be entitled to immediately suspend NBCUniversal's obligations and Supplier's rights hereunder and to terminate this Agreement upon five (5) days written notice. Supplier shall notify NBCUniversal in writing no later than one (1) business day following the date on which any of Supplier or any of Supplier subsidiaries, directors or officers becomes the subject of Sanctions.

(b) Supplier agrees that nothing in this Agreement requires NBCUniversal to take or refrain from taking any action that NBCUniversal determines in its sole discretion would be contrary to or prohibited by Sanctions or Export Controls. In the event that NBCUniversal determines in its sole discretion that performing or failing to perform one or more of its obligations under this Agreement would be contrary to or prohibited by any Sanctions or Export Controls, NBCUniversal's failure to perform such obligations shall not constitute a breach of this Agreement by NBCUniversal and NBCUniversal shall not be liable to Supplier or any third party for any damages arising as a result of NBCUniversal's failure to perform such obligations.

(c) The provisions herein Section 36 shall survive the termination of this Agreement.