



COVID-19 MUTUAL RELEASE & HOLD HARMLESS AGREEMENT

Whereas _____ (hereinafter “You” or “Your”) requests the in-person presence of one or more employees of Predator Software, Inc. (“Predator”) for essential Service or Sales purposes, and in consideration of participating in the essential Service or Sales activities, and for the mutual promises and agreements set forth herein, You and Predator agree as follows:

RECITAL

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Exposure to disease-causing organisms such as COVID-19, and contaminated objects, as well as personal contact, involves a certain degree of risk that could result in illness, permanent disability or death.

Notwithstanding the measures set forth below, contact between our employees at any location increases our employees’ risk of contracting COVID-19 and we cannot guarantee they will not become infected with COVID-19 as a result of their interaction.

MUTUAL AGREEMENTS

Predator employees will make best efforts to reduce the spread of COVID-19 with the following practices while onsite at Your location:

1. Regular and thorough cleansing of hands with an alcohol-based hand rub or soap and water.
2. Physical distancing with a space of at least 6 feet between people.
3. No travel or entrance to Your location if displaying any of the following COVID-19 symptoms: cough, shortness of breath or difficulty breathing, fever (temperature above 100.0 degrees Fahrenheit), chills, repeated shaking with chills, muscle pain (if not from another certain cause), headache, sore throat, or new loss of taste or smell.
4. Use of the Predator-supplied kit (which includes disinfecting wipes, hand sanitizer and disposable gloves) and wearing of a face mask while at Your location.
5. Compliance with federal, state and local rules and recommendations concerning COVID-19, as well as Your supplied COVID-19 policies and rules, including but not limited to guidelines, signage and instructions applicable at Your location.
6. Understanding of the WHO and Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19 and understanding that the circumstances regarding COVID-19 change from day to day and that the WHO and CDC guidelines are regularly modified and updated and must be reviewed with frequency:
7. The right to request that planned activities at Your location be postponed in the event Predator employee(s) determine people at Your location exhibit COVID-19 symptoms or are not making reasonable efforts to mitigate the spread of COVID-19.
8. Disclosure of any post-contact COVID-19 diagnosis or presumed diagnosis within 14 days of leaving Your location.

You (as named above) will make Your best effort to reduce the spread of COVID-19 by people at Your location to Predator employees with the following practices:

1. Requiring regular and thorough cleansing of Your employees' hands with an alcohol-based hand rub or soap and water.
2. Requiring physical distancing with a space of at least 6 feet between people.
3. Requiring Your employees to stay home and refusing access to visitors if any of the following COVID-19 symptoms are displayed: cough, shortness of breath or difficulty breathing, fever (temperature above 100.0 degrees Fahrenheit), chills, repeated shaking with chills, muscle pain (if not from another certain cause), headache, sore throat, or new loss of taste or smell.
4. Making available disinfecting wipes, hand sanitizer, disposable gloves and requiring the use of face masks by Your employees and other visitors to Your location while in close proximity to Predator employees, unless Your employee or visitor has been verified as being fully vaccinated (2 weeks after their second dose of the Pfizer-BioNTech or Moderna COVID-19 vaccines, or 2 weeks after the single-dose Johnson & Johnson's Janssen COVID-19 vaccine) and indoor masking at Your location is optional, HOWEVER continued masking is strongly recommended.
5. Ensuring compliance by Your employees and other visitors to Your location with federal OSHA COVID-19 rules, Your state's OSHA-approved job safety and health program related to COVID-19, and local COVID-19 protocols or recommendations and Your business' COVID-19 policies and rules, including but not limited to guidelines, signage and instructions applicable at Your location.
6. Your employees will be familiar with the WHO and Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and understanding that the circumstances regarding COVID-19 change from day to day and that the WHO and CDC guidelines are regularly modified and updated and must be reviewed with frequency.
7. You may request that planned Predator activities at Your location be postponed and the Predator employee(s) leave in the event You become aware of an imminent COVID-19 threat at Your location, You determine Predator employee(s) are exhibiting COVID-19 symptoms or You determine Predator employee(s) not making reasonable efforts to mitigate COVID-19 conditions.
8. Disclosure to Predator of any COVID-19 diagnoses or presumed diagnoses of Your employees (and visitors to the extent known) within 14 days before the Predator employee visits Your location, during the Predator employee's time at Your location, and for 14 days after the Predator employee leaves Your location.

MUTUAL RELEASE & HOLD HARMLESS

By signing this Agreement, each party agrees to release and hold the other party harmless, including its agents, contractors, employees, officers, and vendors, from and against all claims for damages or liability resulting from person-to-person exposure to COVID-19 and objects contaminated with COVID-19 in connection with Predator's work at Your location.

By signing this Agreement, each party understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of the other party's agents, contractors, employees, officers and vendors. Each party further understands that this waiver means each party gives up the right to bring any claims against the other for any COVID-19 related injury, illness, damage, loss, claim, liability, or expense of any kind related to Predator's work-related person-to-person exposure.

By signing this Agreement, we hereby release each other, covenant not to sue each other, discharge each other, and hold each other harmless of and from any claims relation to COVID-19 exposure, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

Company: _____

PREDATOR SOFTWARE INC.

By: _____

By: _____

Name: _____

Name: Jennifer Abbassian

Title: _____

Title: Corporate Counsel

Date: _____

Date: _____