

MUTUAL INDEMNIFICATION AGREEMENT
BETWEEN MACC AND USER CITY FOR NEW CAD SOFTWARE

MACC shall indemnify, defend, and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from MACC's intentional or negligent acts or breach of its obligations under the Agreement with 365Labs, Inc. MACC's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers or employees.

CITY shall indemnify, defend, and hold harmless MACC, its officers and employees from all claims, demands, or suits in law or equity arising from CITY's intentional or negligent acts or breach of its obligations under the Agreement with 365Labs, Inc. CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of MACC, its officers or employees.

If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity or omission giving rise to liability shall accept all liability for the other party's officer's or employee's negligence.

Each party waives, with respect to the other party only, its immunity under Title 51 RCW and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and MACC employees acting within the scope of this agreement. The parties have specifically negotiated this provision.

MACC

CITY OF ROYAL CITY

By: D.T. Donaldson, Director
Dated:_____

By: P. Kent Andersen, Mayor
Dated:_____