

**SCHEDULE B-1
INDEMNITY**

A. INDEMNITY; INTENT OF THE PARTIES – IF ANY PROVISION OF THIS SCHEDULE B, SECTION B, IS DETERMINED BY A COURT HAVING JURISDICTION TO BE IN VIOLATION OF APPLICABLE LAW, THE COURT SHALL BE EMPOWERED TO MODIFY OR REFORM SUCH PROVISION SO THAT, AS MODIFIED OR REFORMED, SUCH PROVISION PROVIDES THE MAXIMUM INDEMNIFICATION PERMITTED BY LAW, AND SUCH PROVISION, AS SO MODIFIED OR REFORMED, SHALL BE APPLIED IN ACCORDANCE WITH ITS TERMS.

B. INDEMNITY

(1) TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTOR, CONTRACTOR'S PARENT, SUBSIDIARIES, AFFILIATES, AND OWNER AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND INSURERS (THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LOSSES, AND SUITS, OF EVERY KIND OR CHARACTER, BROUGHT BY ANY PERSON OR ENTITY, ARISING IN TORT, IN CONTRACT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS SUBCONTRACT OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, EXPENSE, LIABILITY, LOSS, OR SUIT IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY OF THE INDEMNITEES, IT BEING THE EXPRESS INTENT OF CONTRACTOR AND SUBCONTRACTOR IN AGREEING TO THIS PARAGRAPH THAT SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

(2) WITH RESPECT TO WORK PERFORMED IN LOUISIANA AND OTHER JURISDICTIONS IN WHICH SECTION B (1) HEREOF IS DETERMINED BY A COURT HAVING JURISDICTION TO BE IN VIOLATION OF APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND INDEMNITEES, FROM AND AGAINST ALL CLAIMS,

DAMAGES, EXPENSES, LIABILITIES, LOSSES, AND SUITS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS SUBCONTRACT OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE.

(3) WITH RESPECT TO WORK PERFORMED IN TEXAS:

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (b) BELOW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND INDEMNITEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, LIABILITES, LOSSES, AND SUITS, OF EVERY KIND OR CHARACTER, BROUGHT BY ANY PERSON OR ENTITY, ARISING IN TORT, IN CONTRACT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS SUBCONTRACT OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE.

(b) NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND INDEMNITEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LOSSES, AND SUITS, OF EVERY KIND OR CHARACTER, BROUGHT BY ANY PERSON OR ENTITY, ARISING IN TORT, IN CONTRACT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, EXPENSE, LIABILITY, LOSS, OR SUIT IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESS INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND

DEFEND INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF SUBCONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. SUBCONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(4) WITH RESPECT TO WORK PERFORMED IN FLORIDA NOT INVOLVING ANY PUBLIC AGENCY, CONTRACTOR AND SUBCONTRACTOR AGREE THAT THE INDEMNIFICATION GIVEN HEREIN SHALL BE LIMITED TO THE AMOUNT OF LOSS SUFFERED BY THE INDEMNIFIED PARTY OR MILLION DOLLARS (\$) PER OCCURRENCE, WHICHEVER IS LESS, WHICH AMOUNT IS STIPULATED BY THE PARTIES TO BEAR A REASONABLE COMMERCIAL RELATIONSHIP TO THE CONTRACT. THIS INDEMNIFICATION SHALL BE DEEMED PART OF THE PROJECT SPECIFICATIONS AND TO FULLY COMPLY WITH SECTION 725.06, FLORIDA STATUTES (2001), INCLUDING ANY AMENDMENTS THERETO, IN ALL RESPECTS.

(5) TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, LIABILITES, LOSSES, AND SUITS ARISING OUT OF OR RESULTING FROM ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, OR VIOLATIONS OF ANY WRITTEN CONFIDENTIALITY AGREEMENT IN THE USE OR SALE OF ARTICLES OR MATERIALS COVERED BY THE CONTRACT DOCUMENTS, EXCEPT ARTICLES AND MATERIALS REQUIRED IN ACCORDANCE WITH SPECIFICATIONS OR DESIGNS ORIGINATING WITH OWNER.

(6) TO THE FULLEST EXTENT PERMITTED BY LAW SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, LIABILITES, LOSSES, AND SUITS ARISING OUT OF OR RESULTING FROM WORK TO BE PERFORMED BY SUBCONTRACTOR, ITS AGENTS, OR EMPLOYEES UNDER THIS AGREEMENT, ARISING UNDER ANY APPLICABLE WORKERS' COMPENSATION LAW AND FOR ALL CLAIMS BY SUBCONTRACTOR'S EMPLOYEES ARISING UNDER ANY OTHER STATE OR FEDERAL EMPLOYMENT LAW, INCLUDING BUT NOT LIMITED TO THE FAMILY MEDICAL LEAVE ACT, THE AMERICANS WITH DISABILITIES ACT, OR ANY

HARASSMENT OR DISCRIMINATION CLAIM ARISING UNDER TITLE VII OF THE
CIVIL RIGHTS ACT OF 1964.