

INDEMNIFICATION

Below are the terms related to indemnification of both ECOFLO and Client in the event of an incident:

Terms. The following terms shall have the following meanings. "Injury" means any injury or damage to, or death, destruction or contamination of, or any physical adverse effect on any person or property, including the parties' property and employees. "Injury" also means any fines or penalties imposed. "ECOFLO" and "CLIENT" includes their respective directors, officers, employees, agents, representatives and subcontractors, except that the indemnitor hereunder shall be only the corporate entity.

ECOFLO Indemnity of CLIENT. Except as provided in Section 23, ECOFLO will indemnify and hold harmless CLIENT from and against all losses, damages, penalties, fines, and claims, and expenses (including reasonable attorneys' fees) incurred as a result of Injury or as a result of the violation of or noncompliance with any applicable Law, which Injury, violation, or noncompliance arises directly out of or is directly caused by: (i) ECOFLO's failure to provide the Services in compliance with applicable Laws; or (ii) any negligent, reckless, or willful act or omission by ECOFLO; or (iii) any material breach by ECOFLO of this Agreement, or any of ECOFLO's Representations and Warranties set forth herein.

CLIENT Indemnity of ECOFLO. CLIENT will indemnify and hold harmless ECOFLO from and against all losses, damages, penalties, fines, claims, and expenses (including reasonable attorneys' fees) incurred as a result of Injury or as a result of the violation of or noncompliance with any Law, which Injury, violation, or noncompliance arises out of or is caused by: (i) any negligent, reckless, or willful act or omission by CLIENT, or (ii) any breach by CLIENT of this Agreement, or any of CLIENT's Representations and Warranties set forth herein, or (iii) any failure of CLIENT's Waste Characterization (completed pursuant to Section 3A) to be true, accurate, and complete; or (iv) the failure or inadequacy of any equipment provided or used by CLIENT; or (v) any error or inaccuracy in any manifest for CLIENT's Waste; or (vi) any noncompliance with the Law.

Proportionate Liability. In the event any injury, violation or noncompliance is caused in part by actions or events within both Subsection 11B and Subsection 11C above, ECOFLO and CLIENT

shall be proportionately liable to each other in proportion to the respective party's relative degrees of fault.

Reactive Materials Reduction Device. In the event that the Services include use by ECOFLO of its Reactive Materials Reduction Device ("RMRD"), Section 11B and Section 11C of this Agreement will not apply with respect to any Injury arising from or related to the use of the RMRD. CLIENT will indemnify and hold harmless ECOFLO from and against all losses, damages, penalties, fines, claims, and expenses (including reasonable attorneys' fees) incurred as a result of Injury or as a result of the violation of or noncompliance with any Law, which Injury, violation, or noncompliance arises out of, is related to, or is caused by the use of the RMRD, including the handling of a reactive material in connection with the planned use the RMRD, whether or not caused by the negligence of ECOFLO or any other party and whether or not the relevant claim has merit.

In no event shall ECOFLO be liable for indirect, consequential, exemplary, or incidental losses and/or damages, including but not limited to loss of profits, lost business, loss of goodwill, loss of opportunity, arising out of or resulting from, or in any way related to this Agreement or ECOFLO's provision of Services hereunder or the failure of or delay in the Services. Further, CLIENT hereby waives for itself and those claiming through it any right to any such losses and/or damages.