

Indemnity – DOM Solutions

The Subcontractor agrees to defend, indemnify, and hold harmless **DOM Solutions**, along with its parent company, subsidiaries, affiliates, officers, directors, employees, agents, and other related parties (collectively referred to as "Indemnified Parties"), from any claims, damages, liabilities, losses, costs, or expenses (including legal fees) that may arise due to:

(a) Any failure by the Subcontractor or its employees (including any Payrolled Employees or Assigned Workers) to comply with the terms of this Agreement or any breach of its commitments or warranties outlined in this Agreement.

(b) Any actions or omissions by the Subcontractor, or its employees or agents, that result in injury, death, or property damage connected to the services provided under this Agreement.

(c) Any legal claims or allegations made against **DOM Solutions**** or the Indemnified Parties, asserting responsibility for issues related to employment laws or regulations, such as those concerning discrimination, wrongful termination, or violations of labor laws (e.g., the Civil Rights Act, Fair Labor Standards Act, etc.). This also includes any common law claims such as defamation, breach of contract, or personal injury.**

(d) Any obligations, including premiums, taxes, or contributions under workers' compensation, unemployment insurance, or any other related tax or benefit laws arising from the Subcontractor's work or the work of its employees.

(e) Any act of negligence, misconduct, or violation of the law by the Subcontractor or its employees during the performance of their duties under this Agreement.

(f) Any claims that the work performed, or products created by the Subcontractor, or its employees, infringe on the intellectual property rights of any third party (e.g., patents, copyrights, trademarks, etc.).

The Subcontractor must notify **DOM Solutions** of any such claims or lawsuits within ten (10) days of learning of the claim or occurrence that could give rise to it.

In any legal dispute where **DOM Solutions** or any Indemnified Party is named as a defendant, **DOM Solutions** has the right to decide whether or not to contest the claim. Regardless of this decision, the Subcontractor is responsible for fulfilling its indemnity and defense obligations. If **DOM Solutions** chooses to contest the claim, it has the right to select its own legal counsel, at the Subcontractor's expense. If there is a conflict of interest between multiple Indemnified Parties, they may choose separate counsel at the Subcontractor's expense.

This indemnity clause will remain in effect even after the termination of this Agreement.