

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT is made this 6th day of February, 2023, by and between Norfolk Southern Railway Company (hereafter referred to as "Client") and Specialized Professional Services, Inc. ("SPSI") and Specialized Response Solutions ("SRS") (SPSI and SRS collectively referred to as "Contractors"), each sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Client has asked Contractors to perform certain work for Client with regard to the requested tank car vent and burn project located at East Palestine, OH derailment site (hereafter referred to as the "Project");

WHEREAS, Client has retained SPSI and SRS is a subcontractor to SPSI;

WHEREAS, Contractors are willing to perform the requested work on the Project but only if Client provides Contractors with the indemnity and hold harmless protections set forth below;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, Contractors and Client hereby contract and agree as follows:

1. Indemnity and Hold Harmless. Client shall defend, indemnify, and hold harmless Contractors from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation of wrongful death), whether brought by an individual or other entity, or imposed by a court of law by administrative action of federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Contractors, their personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Project. This indemnification applies to and includes, without limitation to the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to Contractors for all legal expenses and cost incurred by them.
2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.
5. Attorney's Fees and Cost. If any legal action or other proceedings is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which the Party is entitled.
6. Entire Agreement. This Agreement contains the entire agreement between the parties related to the matters specified herein, and superseded any prior oral written statements or agreements between the Parties related to such matters.

/signature page follows/

Rwb

Specialized Professional Services, Inc.

Norfolk Southern Railway Company

By:  President
NAME, TITLE

By: 
Helen Hart, AVP Safety & Environmental

Date: 2/6/23

Date: 2/6/2023

Specialized Response Solutions

 Gen National ER
NAME, TITLE

Date: 2/1/2023