

lien for injury to person or property or death of any person arising from or relating to the negligence or willful misconduct of Indemnitee or Customer's breach of this Agreement. API shall notify the Customer promptly of any known written claims or demands against it in connection herewith.

(c) The Customer agrees to indemnify and hold harmless API and its employees, from any and all loss, damage, injury liability, claim or cause of action for injury to person or property arising out of the detention of any person by API employees upon the specific direction of the Customer, except for such loss, death or injuries occasioned by the willful misconduct or negligence of said OSI employee in detaining a suspect. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of false arrest or battery and payment of all costs, judgements or settlements in connection therewith.

(d) (i) In the event API is brought into a lawsuit or indirectly by the Customer through a cross-complaint seeking indemnity, in each case arising from or relating to this Agreement, based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Customer agrees to indemnify and hold harmless API from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event the Customer fails to obtain apportionment respecting API.

(i i) In the event Customer is brought into a lawsuit or indirectly by API through a cross-complaint seeking indemnity, in each case arising from or relating to this Agreement, based on a determination of the respective proportion or percentage of fault and apportionment of damages according to said percentage of fault, API agrees to indemnify and hold harmless Customer from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event API fails to obtain apportionment respecting Customer.

(e) The Customer agrees to indemnify and hold harmless API and its employees, from any claims of discrimination based on race, color, national origin, sex, age, religion, or disability arising from acts performed by API employees pursuant to the specific direction of the Customer, except for such claims of discrimination occasioned by the willful misconduct or negligence of said API employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgements or settlements in connection therewith.