

11.9 ~~Indemnification.~~ Each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, employees, and agents from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the indemnifying Party's performance of the terms of this Agreement and arising from the negligent or intentional acts or omissions of the indemnifying Party, and/or its officers, employees or agents. Mutual indemnification is based on good faith efforts by both parties to adhere to the security procedures described within this agreement.

Indemnification. Each Partner (Elementary) District agrees to defend, indemnify and hold harmless the Requestor, its officers, employees, and agents from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the such Partner (Elementary) District's performance of the terms of this Agreement and arising from the negligent or intentional acts or omissions of such Partner (Elementary) District, and/or its officers, employees or agents up to the point that data is transferred to Requestor as called for by paragraph 3. Requestor agrees to defend, indemnify and hold harmless each Partner (Elementary) District, its officers, employees, and agents from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the Requestor's performance of the terms of this Agreement and arising from the negligent or intentional acts or omissions of the Requestor, and/or its officers, employees or agents following the transfer of data to Requestor by such Partner (Elementary) District as called for by paragraph 3. Mutual indemnification is based on good faith efforts by both parties to adhere to the security procedures described within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

Campbell Union Elementary School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: Dr. Shelly Viramontez/Superintendent

REQUESTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_