## ADDENDUM TO GOVERNMENT SERVICES AGREEMENT ELIMINATING INDEMNIFICATION PROVISION

This addendum to the Commercial Service Order Form for the Town of Mead – Public Works Building is adopted as part of the agreement.

Notwithstanding any provision in the Commercial Service Order Form, any of the Terms and Conditions found at: <a href="www.LovelandPulse.com/TermsAndConditions">www.LovelandPulse.com/TermsAndConditions</a>, or any other document or aspect of the parties' relationship—including other addenda, service level agreements, amendments, or otherwise—Mead shall not be obligated to indemnify Loveland for any matter relating to Pulse services rendered to Mead—including design, installation, delivery, maintenance, or any other aspect of service provision.

Rather, Mead shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Mead or its officers, employees, and agents, in connection with its receipt and use of Pulse services. Likewise, Loveland shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, as a result of any action or omission of Loveland or its officers, employees, and agents, in connection with delivery of Pulse services.