

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is entered into as of the effective date set forth in the Statement of Work.

1. Scope of Indemnity

The Indemnitor shall indemnify, defend, and hold harmless the Indemnitee from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys fees) arising out of or relating to any claim alleging that the Indemnitors products or services infringe any third-party intellectual property right. This indemnity extends to claims based on breach of confidentiality obligations and violations of applicable laws.

2. Liability Cap

The aggregate liability of the Indemnitor under this Agreement shall not exceed the total fees paid or payable by the Indemnitee under the applicable Statement of Work during the twelve (12) months preceding the event giving rise to the claim. In no event shall either party be liable for consequential, incidental, special, or punitive damages, even if advised of the possibility of such damages.

3. Survival Period

The indemnification obligations set forth in Section 1 shall survive termination or expiration of this Agreement for a period of three (3) years from the date of such termination or expiration. Claims for breach of confidentiality obligations shall survive for a period of five (5) years. Indemnification obligations relating to intellectual property infringement shall survive for the duration of the applicable intellectual property right.

4. Defense Obligations

The Indemnitor shall assume the defense of any claim promptly upon receiving notice from the Indemnatee. The Indemnatee shall provide written notice of any claim within ten (10) business days of becoming aware of such claim. The Indemnitor shall control the defense and settlement of the claim, provided that the Indemnitor shall not settle any claim without the prior written consent of the Indemnatee if such settlement would impose any obligation or admission of liability on the Indemnatee. The Indemnatee may participate in the defense at its own expense.