

Service Provider Indemnity Clause Sample

1. Indemnity

The Service Provider ("Indemnifying Party") hereby agrees to indemnify, defend, and hold harmless the Client, its affiliates, officers, directors, employees, and agents ("Indemnified Party") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in connection with:

1. Any negligence, willful misconduct, or breach of this Agreement by the Service Provider;
2. Any violation of applicable laws or regulations by the Service Provider in connection with the performance of the services;
3. Any claim that the services or deliverables provided by the Service Provider infringe upon or misappropriate any intellectual property right of a third party.

2. Notification and Defense of Claims

The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, suit, or proceeding for which indemnity is or may be sought under this clause and shall cooperate with the Indemnifying Party in the defense or settlement of such claim. The Indemnified Party shall have the right to participate in the defense at its own expense.

3. Limitation

The obligations under this clause shall not apply to the extent that any claim, loss, or liability arises solely due to the gross negligence or willful misconduct of the Indemnified Party.

4. Survival

The provisions of this Indemnity Clause shall survive the expiration or termination of this Agreement.

[End of Sample Clause]