

Intellectual Property Risk Indemnity Agreement

This Intellectual Property Risk Indemnity Agreement ("Agreement") is made and entered into as of _____ [Date], by and between:

Indemnitor: _____

Address: _____

Indemnitee: _____

Address: _____

1. Purpose

This Agreement sets forth the terms under which the Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee against any and all risks, claims, damages, and expenses arising from allegations or claims of infringement of intellectual property rights related to the following subject matter:

[Describe Product, Service, or Work]

2. Scope of Indemnity

The Indemnity shall cover all claims, liabilities, costs (including reasonable attorney's fees), and losses resulting from:

1. Any claim alleging that the above-mentioned subject matter infringes, misappropriates, or otherwise violates any patents, trademarks, copyrights, trade secrets, or other proprietary rights of a third party.
2. Any related settlements, judgments, or awards.

3. Exclusions

This indemnity shall not apply to claims arising from:

- Unauthorized modifications by the Indemnitee.
- Combination of the subject matter with products not provided or approved by the Indemnitor.
- Indemnitee's negligence or willful misconduct.

4. Notification and Defense

The Indemnitee shall promptly notify the Indemnitor in writing of any claim. The Indemnitor shall have the right to assume the defense and settlement of any such claim. The Indemnitee shall cooperate reasonably with the Indemnitor.

5. Limitation of Liability

Except for liabilities arising from gross negligence or willful misconduct, neither party shall be liable for indirect, consequential, special, or punitive damages.

6. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated in writing by both parties.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings, written or oral.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles.

Indemnitor
(Signature & Name)

Indemnitee
(Signature & Name)

Date: _____