

INDEMNITY AGREEMENT

The undersigned agree to indemnify and save harmless XXX ("Indemnitees") and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the use, installation, secondary sales of equipment furnished by YYY

In the event of any asserted claim, the Indemnitees shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protect and save harmless Indemnitees against said claim or any loss or liability thereunder.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to the undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this \_\_\_\_ day of \_\_\_\_ . 20\_\_.

Witnessed:

\_\_\_\_\_  
Witness  
Party

\_\_\_\_\_  
First

\_\_\_\_\_  
Witness  
Party

\_\_\_\_\_  
Second