

extent arising out of or relating to any breach of any covenant or agreement made by Seller under this Agreement or any of the Other Seller Agreements.

Section 11.5 Third-Party Claims. If a claim by a third party is made against a Seller Indemnified Party or a Buyer Indemnified Party (in either case, an "Indemnified Party"), then in order to seek indemnity with respect thereto under this Article XI, such Indemnified Party (or a party to this Agreement) shall, promptly after obtaining knowledge of such claim, notify the party hereto from whom such indemnification is sought (the "Indemnifying Party") in writing of such claim setting forth such claim in reasonable detail; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party is thereby damaged. The Indemnifying Party shall have the right, at its election, to take over the defense or settlement of such claim at its own expense by giving written notice to that effect to the Indemnified Party within thirty (30) days after the Indemnified Party has given notice of the matter to the Indemnifying Party in the manner specified in Section 13.5. If the Indemnifying Party shall so assume the defense of any claim, the Indemnifying Party shall select competent counsel of its choice (subject to the reasonable approval of the Indemnified Party in conflict of interest situations), and shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any such claim, without the prior written consent of the Indemnified Party; provided, however, that a condition to any such settlement shall be a complete release of the Indemnified Party with respect to such claim. The Indemnified Party shall at all times have the right, at its option and expense, to participate fully in, but not to control, any such defense, including the retention of separate co-counsel at its expense. Subject to the written consent of the Indemnifying Party (which shall not be unreasonably withheld), the Indemnified Party shall have the right to pay or settle any claim without waiving any right to indemnity therefor by the Indemnifying Party. In addition, the Indemnified Party shall have the right, without the Indemnifying Party's knowledge or consent, to pay or settle any claim, provided that in so doing it shall waive any right to indemnity therefor by the Indemnifying Party. If the Indemnifying Party shall not timely elect to assume the defense of any claim, then the Indemnified Party may defend against, or enter into any settlement with respect to, the matter in any manner it reasonably may deem appropriate, without waiving any right to indemnity therefor by the Indemnifying Party; but the Indemnifying Party shall at all times have the right, at its option and expense, to participate fully in, but not to control, such defense. The parties shall cooperate in defending