

(a) If any third party shall notify the Indemnified Party with respect to any matter which may give rise to a claim for indemnification against the Indemnifying Party (or an Indemnified Party otherwise discovers such a third party claim), then the Indemnified Party shall promptly provide written notice of such matter to the Indemnifying Party describing the matter in reasonable detail; *provided, however*, a delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party from any liability hereunder unless (and then solely to the extent) the Indemnifying Party's position is actually prejudiced by such delay.

(b) If the Indemnifying Party notifies the Indemnified Party within 30 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming all responsibility for the matter including the defense thereof: (i) the Indemnifying Party shall reimburse the Indemnified Party for any costs it has incurred relating to the matter and shall defend the Indemnified Party against the matter with counsel of the Indemnifying Party's choice provided such counsel is reasonably satisfactory to the Indemnified Party; (ii) although the Indemnifying Party shall direct and control the defense of such matter, the Indemnified Party may retain separate co-counsel at its sole cost and expense; (iii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the matter without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld or delayed; and (iv) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the matter, which judgment or settlement does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto, without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed.

(c) If the Indemnifying Party does not notify the Indemnified Party within 30 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming all responsibility therefor including the defense thereof, the Indemnified Party may defend against, consent to the entry of any judgment or enter into any settlement with respect to the matter in any manner the Indemnified Party reasonably deems appropriate without waiving any right to indemnity therefor by the Indemnifying Party