Date, by reference to any Supplemental Schedules provided by Seller to Buyer pursuant to Section 5.5 hereof; and (iv) subject to the timing requirements set forth in Section 11.2, from and against any and all Covered Liabilities incurred by or asserted against any of the Buyer Indemnified Parties to the 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