any Retained Asset or Retained Liability, including any Covered Liability based on negligence, gross negligence, strict liability, tort liability, product liability, contract liability or any other theory of liability, whether an Action is brought at law (whether common or statutory) or in equity; (ii) without regard to any limit 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 liability with respect to which Seller shall have agreed in writing to indemnify Buyer pursuant to Section 9.2; (iii) subject to the notification and timing requirements and the limitations provided 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 representation or warranty made by Seller under this Agreement or in any of the Other Seller Agreements; it being understood, however, that (A) (in addition to their being made on the date hereof) Seller shall be deemed to have made, as of the Closing Date, the representations and warranties of Seller contained in this Agreement with the same force and effect as though made herein on and as of the Closing Date (except for any representations and warranties which expressly speak as of a specific date or time other than the Closing Date) and (B) the representations and warranties of Seller shall be qualified, for purposes of this Article XI, both as of the date hereof and as of the Closing