

Indemnification. [REDACTED] shall indemnify, defend and hold [REDACTED] and any employees of [REDACTED] who provide services in support of the Claims Administrator (collectively, "Indemnified Parties") harmless, to the full extent lawful, from and against any losses, liabilities, expenses, claims, suits, investigations or proceedings related to or arising out of [REDACTED] appointment as Claims Administrator or any services performed by the Indemnified Parties under this Undertaking (collectively, "Losses"), including but not limited to Losses resulting from the Indemnified Parties' negligence, except that the Indemnified Parties will not be indemnified or held harmless with respect to any Losses that are finally judicially determined to have resulted solely from the Indemnified Parties' gross negligence or intentional or willful misconduct, including fraud. [REDACTED] further agrees that the Indemnified Parties shall not have any liability to [REDACTED] in connection with [REDACTED] appointment as Claims Administrator or any services performed by the Indemnified Parties under this Undertaking, except for Losses incurred that are finally judicially determined to have resulted solely from the gross negligence or willful misconduct of the Indemnified Parties. If any claim, suit, investigation or proceeding is threatened or commenced as to which any Indemnified Party proposes to demand indemnification under this Paragraph [REDACTED], the Indemnified Party will notify [REDACTED] with reasonable promptness, but failure to do so shall not relieve [REDACTED] of any of its obligations under this Paragraph [REDACTED] unless [REDACTED] can establish that the delay in receiving such notice actually prejudiced [REDACTED] and then only to the extent of such prejudice.