**General Indemnity**. Each party shall indemnify and hold the other party harmless from all liability, loss, damage and cost arising out of any claims, demands, actions or other proceedings by third parties of any nature (including, but not limited to, attorney fees as and when incurred), to the extent the same arises out of (i) the breach of any covenant, agreement or obligation of the party contained in or contemplated by this Agreement, (ii) any representation or warranty of the party set forth in this Agreement having been untrue in any material respect when made, except to the extent in either (i) or (ii) above that such claim arises from the indemnified party's willful misconduct or negligence.