**15. Indemnity**. Philips will indemnify and defend Customer against any third party claim, action, or suit against Customer (“Claim”), including judgments, settlements and reasonable attorney’s fees resulting from such Claim, to the extent such Claim directly arises from: (i) bodily injury (including death) and (ii) tangible property damage (representing the actual cost to repair or replace physical property damage) and to the extent such injuries or damages under clauses (i) and (ii) are caused by Philips’ negligent acts or omissions or by a proven Product defect in a Philips Product covered in this Agreement.