

Liability and Indemnification Agreement

Date: [Insert Date]

To: [Insert Licensee Name]

Address: [Insert Licensee Address]

From: [Insert Licensor Name]

Address: [Insert Licensor Address]

Subject: Liability and Indemnification in License Agreement

Dear [Insert Licensee Name],

This letter serves to outline the indemnification provisions related to your use of the licensed materials as per our License Agreement dated [Insert Agreement Date].

1. Indemnification

The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its affiliates, officers, directors, and employees from any claims, damages, losses, liabilities, costs, and expenses, including attorney fees, arising out of or related to the Licensee's use of the licensed materials.

2. Limitation of Liability

In no event shall the Licensor be liable for any indirect, incidental, special, or consequential damages arising from the use of the licensed materials, even if the Licensor has been advised of the possibility of such damages.

3. Acknowledgment

By signing this letter, the Licensee acknowledges and agrees to the indemnification and liability terms stated herein.

Thank you for your attention to this matter.

Sincerely,

[Insert Licensor Name]

[Insert Licensor Title]

[Insert Licensor Contact Information]

Agreed and Accepted:

[Insert Licensee Name]

Date: _____