

AGREEMENT FOR INDEMNIFICATION OF STATE AND LOCAL TAXES

This Agreement for Indemnification of State and Local Taxes (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between _____ ("Indemnitor"), and _____ ("Indemnitee").

RECITALS

WHEREAS, Indemnitor and Indemnitee have entered into that certain _____ Agreement dated _____ (the "Underlying Agreement"); and

WHEREAS, in connection with the transactions contemplated under the Underlying Agreement, questions of liability for state and local taxes, including but not limited to sales, use, franchise, income, gross receipts, excise, or other state and local taxes, may arise; and

WHEREAS, Indemnitor has agreed to indemnify and hold harmless Indemnitee from and against any and all such state and local tax liabilities under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TAX INDEMNIFICATION

Indemnitor hereby agrees to indemnify, defend, and hold harmless Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, accountant fees, court costs, penalties, fine, and interest) arising out of, resulting from, or in connection with any state or local taxes, assessments, or fees imposed by any state, local, or municipal taxing authority in connection with:

- a. The transactions contemplated by the Underlying Agreement;
- b. The goods, services, or property provided, transferred, or licensed under the Underlying Agreement; and
- c. Any failure by Indemnitor to timely file any tax returns, reports, or declarations required by any state or local taxing authority.

2. NOTIFICATION AND COOPERATION

Indemnitee shall promptly notify Indemnitor in writing of any claim, audit, inquiry, assessment, or proceeding by any state or local taxing authority that could give rise to a claim for indemnification under this Agreement. Indemnitee's failure to provide prompt notice shall not relieve Indemnitor of its obligations under this Agreement, except to the extent that Indemnitor is materially prejudiced by such failure.

The parties agree to cooperate fully with each other in connection with any tax audit, assessment, appeal, or litigation. Such cooperation shall include, but is not limited to, providing access to relevant books, records, documents, and personnel.

3. CONTROL OF DEFENSE AND SETTLEMENT

Indemnitor shall have the right, at its own expense, to assume and control the defense of any tax audit, assessment, or contest involving taxes for which Indemnitor is solely responsible under this Agreement, provided that Indemnitor diligently pursues such defense. Indemnitor shall not settle or compromise any tax claim without the prior written consent of Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed, if such settlement or compromise would have a material adverse impact on Indemnitee's ongoing tax position or operations.

4. PAYMENT OF INDEMNIFIED AMOUNTS

Any indemnification payment required to be made by Indemnitor under this Agreement shall be made within _____ days following written demand by Indemnitee, accompanied by reasonable documentation verifying the amount of the tax liability or

expense incurred.

5. TERM AND SURVIVAL

This Agreement shall survive the termination or expiration of the Underlying Agreement and shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of the state and local taxes in question, plus a period of _____ days.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

7. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties regarding state and local tax indemnification and supersedes all prior agreements or understandings, written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INDEMNITOR:

INDEMNITEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____