

8. PROPRIETARY RIGHTS INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Obligation to Indemnify. Seller shall, at its expense, defend, indemnify and hold XX, its officers, directors, affiliates, contractors, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all liabilities, damages, losses, fines, penalties, cost and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by XX or any of the Indemnified Parties arising out of, relating to, or resulting from any assertion, claim, demand, suit, action or proceeding which alleges that the Equipment or any Indemnified Party's use thereof infringes or misappropriates any patent, copyright, trademark, trade secret or other proprietary rights of any third party (a "Claim"). XX shall notify Seller of any such Claim in writing promptly after XX becomes aware of it and shall provide Seller with such reasonable cooperation and assistance, at Seller's expense, as Seller may request from time-to-time in the defense thereof.

8.2 Remedies in the Event of Infringement. If a Claim causes or is likely to cause XX's use of the Equipment to be materially endangered or disrupted, Seller, in its discretion, shall (a) replace the Equipment, without additional charge, with a compatible, functionally and operationally equivalent, and non-infringing product; (b) modify the Equipment so that it is functionally and operationally equivalent and non-infringing; or (c) obtain a license for XX to continue to use the Equipment for the anticipated useful life of the Equipment at Seller's sole expense.

8. 財産権補償：責任限度

8.1 補償義務 設備又は補償を受けるいかなる者による設備の使用が、いかなる第三者の特許権、著作権、商標、取引上の機密又はその他の財産権を侵害又は悪用すると言いつて、あらゆる主張、要償、要求、訴訟、法的処置（一括して「要償」）の結果又はそれに関連して発生する、あらゆる責任、損傷、損害、罰則、ペナルティ、コストと費用（穏当な弁護士費用を含むが限定せず）の被害をXX社又は補償を受けるいかなる者が蒙ることの無いよう、売り手は自己の費用負担で、XX社、その役員、取締役、系列会社、下請業者、代理店及び雇用者（一括して「補償を受ける者」）を保護、補償、保持する事。XX社がその様な要償に気づいた場合直ちに売り手に書面通知し、売り手が防御のために要望する場合売り手費用負担で、XX社は売り手に正当な協力と支援をする。

8.2 違反時の弁償 要償が原因でXX社による設備の使用が実質的に危険又は論争となったりその可能性がある場合、売り手は自らの裁量で (a)追加費用無しに、機能・操作上同等で違反しないものと交換する。又は (b)機能・操作上同等で違反の無いよう改造、又は(c)売り手の単独費用負担で、XX社が設備を予想される稼働寿命まで使用できるようライセンスを取得する。

