

CTINTEGRATIONS, LLC  
INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

C1, at C1' expense, will defend, indemnify, and hold harmless CUSTOMER and CUSTOMER's owners, officers, directors, and employees (individually and collectively, an "Indemnified Party") from any third party claim, action, suit, or proceeding against an Indemnified Party (a "Claim") to the extent that such Claim is based upon an allegation that Software infringes any US Intellectual Property right of any third party claiming US Intellectual Property rights in the US. C1 will indemnify an Indemnified Party for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from a Claim. C1' obligations under this Section are conditioned upon the following: (i) upon becoming aware of the Claim, an Indemnified Party provides to C1 prompt written notice of the Claim; (ii) an Indemnified Party gives to C1 sole authority and control of the defense and/or settlement of the Claim; provided, however, that C1 shall not enter into any settlement that binds CUSTOMER in any way without the consent of CUSTOMER, which consent shall not be unreasonably withheld, delayed, and/or conditioned; and (iii) an Indemnified Party, at C1' expense, provides all reasonable information and assistance requested by C1 to handle the defense and/or settlement of the Claim. An Indemnified Party, at its expense, may hire legal counsel of its choice to participate in an advisory capacity in discussions, negotiations, or proceedings of the Claim. Remedial Measures. If a Product becomes the subject of a Claim, or if C1 reasonably believes that use of such Product may become the subject of a Claim, then C1 shall elect, at its discretion, to do, at its own expense and option, at least one (1) of the following: (i) procure for CUSTOMER the right to continue use of the Software at no additional cost to CUSTOMER for such right; (ii) replace the Software with a non-infringing product while maintaining the Software's essential specifications; (iii) modify the Software so that it becomes non-infringing while maintaining the Software's essential specifications; or (iv) refund to CUSTOMER a pro-rated portion of the applicable purchase price and license fees paid to C1 for the Software (and, where applicable, the fees paid to C1 for Services), based upon a linear monthly depreciation over a three (3)-year useful life, in which case CUSTOMER will both cease all use of the Software and return the Software to C1. C1 shall elect, at its discretion, which of the preceding remedial measures presents the most reasonable and economical alternative, in C1' opinion. C1 will discuss that election with CUSTOMER to explain the choice of election. CUSTOMER will be permitted to provide its opinion on the election, which CTIntegration shall consider before taking action on its election but the final determination for the election of remedy lies solely with CTIntegration. Exceptions. C1 will have no defense or indemnity obligation for any Claim to the extent that the Claim is based upon (i) Software that has been modified by someone other than C1 (or a subcontractor of C1), if such modification results in the allegation of the infringement; (ii) Software that has been modified in accordance with either CUSTOMER-provided specifications or instructions, if such modification results in the allegation of the infringement; (iii) use or combination of Software with Third Party Products, components, software or hardware, if such use or combination results in the allegation of the infringement; or (iv) CUSTOMER products or Third Party Products, components, software or hardware. The term "Third Party Products" means any products manufactured by or provided by a party other than C1, and may include, without limitation, products ordered by CUSTOMER from third parties pursuant to C1' recommendations. However, Third Party Products do not include components of Products that both (a) are not recognizable as standalone items; and (b) are not identified as separate items on C1' price list, quotes, orders, or documentation.