

MUTARE, INC.
INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

All capitalized terms not defined in this document shall have the meaning ascribed to them in the NACR Sales Agreement.

Notification. Customer shall promptly notify NACR of (1) any claims, allegations, or notification that its marketing, licensing, support, or service of the OctelDesigner Applications may or will infringe any intellectual property rights of any other person or entity; and (2) any determination, discovery, or notification that any person or entity is or may be infringing the intellectual property rights of NACR. Customer shall not take any legal action relating to the protection or defense of any intellectual property rights pertaining to the OctelDesigner Applications without the prior written approval of NACR. Customer shall assist in the protection and defense of NACR's intellectual property rights.

Infringement. If notified promptly in writing of and given sole control of the defense and all related negotiations and settlements, NACR shall defend Customer against any claim based on an allegation that the OctelDesigner Applications infringe any United States intellectual property rights. NACR shall pay any resulting costs, damages, and attorney fees finally awarded by a court with respect to any such claims. Notwithstanding any other provision of this Section, NACR shall not be liable to Customer for any claim arising from or based upon the combination, operation, or use of any OctelDesigner Application with equipment, data, or programming not supplied by NACR, or arising from any alteration or modification of the OctelDesigner Applications. NACR shall have no obligation to Customer with respect to any infringement involving or concerning the OctelDesigner Applications except as stated in this Section.