## RED SKY TECHNOLOGIES, LLC INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

C1 Intellectual Property Indemnity: C1 will defend or at C1's option settle any action or claim based upon a third party's claim of U.S. and/or Canadian patent, copyright, or trade secret infringement asserted against Customer its officers, directors, employees ("Customer Indemnified Parties") by virtue of Customer's use of the Software or Service(s) as delivered, or hosted, by C1, provided that C1 is given prompt notice of the action or claim and the right to control and direct the investigation, defense and settlement thereof, and further provided that Customer reasonably cooperates with C1 in connection with the foregoing. If Customer's use of the Software or Service(s), is enjoined due to actual or alleged infringement of any U.S. and/or Canadian patent, trademark, copyright or trade secret, C1 will, at its sole option and expense, either (a) procure for Customer the right to continue using the Software or Service(s); (b) replace or modify the Software or Service(s) so it becomes non-infringing; or, (c) if C1 does not either procure the right to use or replace or modify the Software or Service(s) so that it is no longer infringing, Customer will return the Software, or cease accessing the Service(s) and C1 will return to Customer the applicable License Fees paid for the Software that gave rise to the liability, amortized on a straight-line basis over five (5) years, or stop charging Customer for the Service(s).

C1 INTELLECTUAL PROPERTY INDEMNIFICATION LIMITATIONS. THE RIGHTS GRANTED TO CUSTOMER UNDER THIS SECTION 11 WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND C1'S SOLE OBLIGATION FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT. C1 WILL NOT BE LIABLE FOR A CLAIM OF INFRINGEMENT BASED ON CUSTOMER'S OR END USER'S: (i) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF THE SOFTWARE; (ii) USE OR COMBINATION OF THE SOFTWARE OR SERVICE(S) WITH NON-C1 TECHNOLOGY IF INFRINGEMENT WOULD NOT HAVE OCCURRED WITHOUT THE COMBINATION; (iii) USE OF THE SOFTWARE OR SERVICE(S) AFTER RECEIVING NOTICE OF A CLAIM THAT IT INFRINGES THE RIGHTS OF A THIRD PARTY; (iv) COMPLIANCE WITH CUSTOMER'S DESIGN REQUIREMENTS OR SPECIFICATIONS; (v) MODIFICATION OF THE SOFTWARE OR SERVICE(S) WITHOUT THE CONSENT OF C1; (vi) USE OF SOFTWARE OR SERVICE(S) OTHER THAN AS PERMITTED UNDER THIS AGREEMENT OR IN A MANNER FOR WHICH IT WAS NOT INTENDED. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL CUSTOMER HAVE THE RIGHT TO DISTRIBUTE COPIES OF ANY SOFTWARE AFTER IT BECOMES SUBJECT TO A CLAIM OF INFRINGEMENT.