

SYMON COMMUNICATIONS, INC.
INTELLECTUAL PROPERTY INDEMNIFICATION

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

NACR will defend Customer against a third party action, suit or proceeding against Customer (a "Claim") to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright. NACR will indemnify Customer for any judgments, settlements and reasonable attorney's fees resulting from a Claim. NACR's obligations are conditioned on the following:

(i) Customer promptly notifies NACR of the Claim in writing upon Customer becoming aware of the Claim; (ii) Customer gives NACR sole authority and control of the defense or settlement of the Claim; and (iii) Customer provides all information and assistance requested by NACR to handle the defense or settlement of the Claim. Customer may, at its expense, hire counsel of its choice to participate in an advisory capacity in discussions, negotiations, or proceedings of the Claim.

If a Product becomes the subject of a Claim, or NACR reasonable believes use of such Product may become the subject of a Claim, NACR may, at its own expense and option: (i) procure for End-User the right to Continue use of the Product; or (ii) replace the Product with a non-infringing product; or (iii) refund to End-User a pro-rated portion of the applicable purchase price of and/or license fees paid to NACR for the Product. Any such pro-ration shall be calculated on a straight-line basis using a five-year period.