INFRINGEMENT INDEMNITY

(a) Infringement Indemnity. AURA ALLIANCE LIMITED will defend, indemnify, and
hold harmless Customer and Customer’s owners, officers, directors, and employees (individually
and collectively, an “Indemnified Party”), at AURA ALLIANCE LIMITED’s expense, 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 a Product infringes any right protected by
any patent, copyright, trademark or trade secret of any third party that is enforceable in the United
States. AURA ALLIANCE LIMITED will indemnify an Indemnified Party for any judgments,
settlements, reasonable costs, and reasonable attorneys’ fees resulting from a Claim. AURA
ALLIANCE LIMITED’s obligations under this Section are conditioned upon the following: (i)
upon becoming aware of the Claim, an Indemnified Party provides to AURA ALLIANCE
LIMITED prompt written notice of the Claim; (ii) an Indemnified Party gives to AURA
ALLIANCE LIMITED sole authority and control of the defense and/or settlement of the Claim;
and (iii) an Indemnified Party provides all reasonable information and assistance requested by
AURA ALLIANCE LIMITED 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 related to discussions, negotiations, or proceedings of the Claim, but such legal counsel
shall not, without the prior written consent of AURA ALLIANCE LIMITED, participate in any
other capacity with respect to the Claim.

(b) Remedial Measures. If a Product becomes the subject of a Claim, or if AURA
ALLIANCE LIMITED reasonably believes that use of such Product may become the subject of a
Claim, then AURA ALLIANCE LIMITED may do, at its own expense and option, at least one of
the following: (i) procure for Customer the right to continue use of the Product at no additional
cost to Customer for such right; (ii) replace the Product with a non-infringing product while
maintaining the Product’s essential specifications; (iii) modify the Product so that it becomes
non-infringing while maintaining the Product’s essential specifications; or (iv) refund to
Customer a pro-rated portion of the Price paid to AURA ALLIANCE LIMITED for the Product,
based upon a linear monthly depreciation over a five (5) year useful life, in which case Customer
will both cease all use of the Product and return the Product to AURA ALLIANCE LIMITED.

(c) Exceptions and Limitations. AURA ALLIANCE LIMITED will have no defense or
indemnity obligation for any Claim based upon: (i) a Product that has been modified by someone
other than AURA ALLIANCE LIMITED, if such modification results in the allegation of the
infringement; (ii) a Product that has been modified in accordance with either Customer-provided
or End User-provided specifications or instructions, if such modification results in the allegation
of the infringement; (iii) use or combination of a Product with Third Party Products, if such use or
combination results in the infringement; or (iv) End User products or Third Party Products. The
term “Third Party Products” means any products manufactured by or supplied by a party other
than AURA ALLIANCE LIMITED, and may include, without limitation, products ordered by
Customer from third parties.

(d) No Other Remedies Regarding Infringements. THE FOREGOING STATES AURA
ALLIANCE LIMITED’S ENTIRE LIABILITY AND AN INDEMNIFIED PARTY’S SOLE
AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY INFRINGEMENT OR
MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD
PARTY.