

MATTERSIGHT CORPORATION
INTELLECTUAL PROPERTY RIGHTS; INFRINGEMENT INDEMNIFICATION

VENDOR Ownership. All right, title, and interest in and to the Products, including all intellectual property rights therein, shall at all times remain vested in VENDOR and any third party from whom VENDOR has received rights. Nothing in this Agreement shall be deemed to convey any ownership rights in the Products to NACR or to any End User or to restrict VENDOR's rights to grant licenses, sublicenses, distribution, or other rights to the Products to any other party. The use by NACR of any of VENDOR's intellectual property rights in the Products is authorized only for the purposes set forth in this Agreement, and upon termination of this Agreement for any reason, such authorization shall cease. VENDOR shall have the right, in its absolute discretion, without thereby incurring any liability to NACR, to change the design or to discontinue any Product. VENDOR agrees to provide NACR with at least thirty (30) days' notice of any change or discontinuance.

Infringement Indemnity. VENDOR, at VENDOR's expense, will defend, indemnify, and hold harmless NACR and NACR'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 to the extent based upon an allegation that a Product infringes any patent, copyright, trade secret, or other proprietary right of any third party (a "Claim"). VENDOR will indemnify an Indemnified Party for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from a Claim. VENDOR's obligations under this Section are conditioned upon the following: (i) upon becoming aware of the Claim, an Indemnified Party provides to VENDOR prompt written notice of the Claim; (ii) an Indemnified Party gives to VENDOR sole authority and control of the defense and/or settlement of the Claim; provided, however, that VENDOR shall not enter into any settlement that fails to fully indemnify NACR in any way without the consent of NACR or requires NACR to admit fault, which consent shall not be unreasonably withheld, delayed, and/or conditioned; and (iii) an Indemnified Party, at VENDOR's expense, provides all reasonable information and assistance requested by VENDOR 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 VENDOR reasonably believes that use of such Product may become the subject of a Claim, then VENDOR shall do, at its own expense and option, at least one (1) of the following: (i) procure for the End Users the right to continue use of the Product at no additional cost to the End Users 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 NACR (for refund to the End Users) the pre-paid, unused portion of the

applicable VENDOR Fees paid to VENDOR for the Product, in which case the End Users will both cease all use of the Product and return the Product to VENDOR.

Exceptions. VENDOR will have no defense or indemnity obligation for any Claim to the extent that the Claim is based upon (i) a Product that has been modified by someone other than VENDOR (or a subcontractor of VENDOR), if such modification results in the allegation of the infringement; (ii) a Product that has been modified in accordance with either NACR-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 allegation of the infringement; or (iv) End User products or Third Party Products. The term “Third Party Products” means any products manufactured by or provided by a party other than VENDOR, and may include, without limitation, products ordered by NACR from third parties pursuant to VENDOR’s 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 VENDOR’s price list, quotes, orders, or documentation.