



Intellectual Property Infringement Indemnification

Jebesen and Jessen Communications (S) Pte Ltd's (JJCS) Indemnification. JJCS shall indemnify, defend and hold you harmless against any claims brought against you to the extent JJCS infringed any trademark, copyright or patent of a third party.

Client's/Partner's Indemnification. Subject to the preceding paragraph, you agree to indemnify, defend and hold JJCS harmless against any claims brought against JJCS to the extent those claims are based upon allegations that you (a) infringed intellectual property rights or (b) breached your agreement (if any) with any customer purchasing or licensing your goods or services.

Conditions on Indemnification. The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed. The failure to deliver notice to the indemnifying party promptly after the indemnified party receives notice of or otherwise becomes aware of any such claim shall relieve the indemnifying party of any liability to the indemnified party under this indemnity agreement; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the prior written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Definition of "Claims". For purposes of this Agreement, "Claims" means losses, actions, liabilities, damages, expenses and reasonable attorneys' fees and court costs.

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