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In this case, a notice must be addressed by registered letter to the Customer at least twenty (20) business days before the beginning of the verification. This notice must contain the following information: name of the audit structure, scope of the audit (Contract reference, list of Software Product(s), geographic scope, etc.) (the "Audit Scope"), the methodology proposed to check the compliance (the "Procedure") and its estimated length (the "Period"). The representatives of the Parties shall meet within twenty (20) business days of the notice to review the Audit Scope, the Procedure and the Period in order to find a mutually agreement on these elements. The auditors must agree to be bound by a confidentiality agreement. Any non-public information regarding Customer obtained through such audit shall be considered confidential Information of Customer. Supplier, and any third-party auditor, shall not have physical access to Customer's computing devices in connection with any such audit, without Customer's prior written consent. Customer will reasonably cooperate with the Supplier in such an exercise and provide Supplier with reasonable access to its facility and systems to enable Supplier's audit. Supplier shall not disrupt Customer's normal business activities and shall perform the audit in a professional manner.

The Customer shall indemnify and hold harmless IntraVision from and against any claims made by a third party with respect to the Customer's violation of Customers license obligations granted by other vendors. These obligations of the Customer shall survive the termination of the software license for any reason.

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