

07-08-2003



RECO

U.S. Department of Commerce
Patent and Trademark Office

102491464
PATENTS ONLY

Our Ref.: 1652-18

Mail Stop Assignment Recordation Services

Commissioner of Patents

P.O. Box 1450

Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BRITISH
TELECOMMUNICATIONS
public limited company

2. Name and address of receiving party(ies):

Name: AZURE SOLUTIONS LIMITED
Internal Address:
Street Address: Sirius Building, B54 Adastral Park,
Martlesham Heath,

Additional name/s of conveying party/ies attached? ☐

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Assignment ☐ Change of Name
☐ Other

City: Ipswich, Suffolk
State/Country: United Kingdom
Zip: IP5 3RE

Execution Date: 13 March 2003

Additional name/s & address/es attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No(s).

(1) 09/463,299
(2)
(3)

B. Patent No(s).

(1) Reissue 37,856 E
(2) Reissue 37,857 E
(3) 5,754,632

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Larry S. Nixon

Internal Address: _____

Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications & patents involved: 8

7. Total fee (37 CFR 3.41) \$ 320.00

☒ Enclosed
☐ Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140.**

DO NOT USE THIS SPACE

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Larry S. Nixon

Name of Person Signing
Reg. No. 25,640

Larry S. Nixon
Signature

July 2, 2003

Date

Total number of pages including **original** cover sheet, attachments, and document: [19]

07/07/2003 DBYRHE

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RECORDATION FORM COVER SHEET

PATENTS ONLY

Our Ref: 1652-18

Commissioner of Patents and Trademarks
Box Assignment, P.O. Box 1450
Alexandria, VA 22313-1450

1. Name of conveying party(ies):	
2. Name: Street Address: City: State: Zip:	
4. Application number(s) or patent number(s):	
A. Patent Application No(s). (4) (5) (6) (7) (8) (9)	B. Patent No(s). (4) 5,907,602 (5) 6,212,266 (6) 6,377,672 (7) 6,466,778 (8) (9)

SUBJECT TO CONTRACT

DATED 31 MARCH 2003

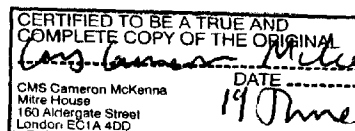
- (1) British Telecommunications public limited company**
- (2) Azure Solutions Limited**

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

**BT Group Legal
Intellectual Property Department
British Telecommunications plc
Holborn Centre, 8th Floor
120 Holborn
London
EC1N 2TE**

**Tel: 020- 7492 8152
Fax: 020- 7242 0616**

Ref: Q80331



SUBJECT TO CONTRACT

DATED 31 MARCH 2003

PARTIES

- (1) **British Telecommunications public limited company**, (registration No 1800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ, England (the "Assignor"); and
- (2) **Azure Solutions Limited**, (registration No. 04190929) whose registered office is at Sirius Building, B54 Adastral Park, Martlesham Heath, Ipswich, Suffolk IP5 3RE (the "Assignee").

INTRODUCTION

- (A) The Assignor is the legal and beneficial owner of the patents and the patent applications particulars of which are set out in Schedule 1 (respectively the "Patents" and the "Patent Applications").
- (B) The parties have agreed that all rights in the Patents and Patent Applications shall be assigned to the Assignee.

1. DEFINITIONS

In this Agreement (including the Recitals and the Schedules) the following expressions shall have the meanings set out below:

Agreement	this Agreement, including its Schedules, and any amendment of it effected in writing executed by the parties.
Effective Date	the 31 st day of March 2003 from which date the Agreement is deemed to be effective.
Intellectual Property Rights	rights in or to copyright, database rights, design rights, registered designs, topography rights, patents, inventions, know-how, confidential information and any other similar protected rights in any country and any applications for the same (including the right to apply for any of the same).

2. ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

- 2.1 In consideration of the sum of £1,000.00, the Assignor hereby assigns to the Assignee with full title guarantee, except as stated in Clauses 2.3 and 3,

SUBJECT TO CONTRACT

- 2.1.1 all rights in the Patents and the Patent Applications (and all continuations, divisions, renewals, reissues, re-examinations, continuations-in-part and extensions corresponding thereto, and any patents issuing therefrom and any foreign counterparts thereto (the "Continuations"), for the Assignee's absolute benefit; and
- 2.1.2 the right to bring proceedings for any previous infringements of the rights assigned by this Agreement, provided that the Assignor has notified the Assignee in writing that the Assignor has decided not to issue legal proceedings for any such past infringement. The Assignor shall inform the Assignee of its decision regarding such past infringement within 30 working days of the Assignee notifying the Assignor in writing of such past infringement, supplying all relevant information and documentation in its possession, provided that such information is reasonably sufficient to enable the Assignor to make such a decision. In the event of either party issuing legal proceedings for such past infringement, each party shall at the request and expense of the other party provide reasonable assistance to the other to facilitate such proceedings.

2.2 Each party undertakes at the request, cost and expense of the other party to do any act (including executing any document, swearing any oath or making any declaration) which may be necessary to give full effect to the provisions of Clause 2.1. The Assignor shall at the request, cost and expense of the Assignee provide from time to time reasonable assistance (insofar as (i) it is able, (ii) the assistance relates to the ownership and/or creation of any rights in the Patents and the Patent Applications and (iii) the requested assistance cannot reasonably be obtained from third parties) to enable the Assignee to maintain the Patents and Patent Applications and to file for patent protection in respect of the Patents and Patent Applications in countries other than those set out in Schedule 1.

2.3 The Assignor may have entered into commitments with respect to the Patents and/or the Patent Applications ("Commitments") which are more fully set out in Schedule 2. Notwithstanding Clause 2.1, the Assignor shall retain the right to discharge its obligations under the Commitments and any other commitments existing as at the date of this Agreement (if any and insofar as they are not assigned/novated to the Assignee under other agreements between the Assignor and the Assignee) and to have the benefits derived from exercising such right.

2.4 The Assignee hereby undertakes to

- (i) accept and fully abide by the terms of the agreements set out in Schedule 3 as if the Assignee were the Assignor;

SUBJECT TO CONTRACT

(ii) keep such terms confidential;

(iii) indemnify and hold the Assignor harmless in respect of any breach by or through the Assignee of this undertaking.

The parties shall diligently seek assignment/novation of such agreements to Assignee.

3. WARRANTIES AND INDEMNITIES

3.1 The Assignor hereby represents and warrants that:

3.1.1 it is the legal and beneficial owner of the Patents and Patent Applications; and

3.1.2 to the best of its knowledge and belief having made all reasonable internal enquiries with the personnel in the IP Exploitation function at BTextact (being part of the Assignor) and with the personnel in the Intellectual Property Department at the Assignor (without any of these persons incurring any personal liability);

(i) Schedule 2 lists all the commitments which may materially affect the assignment of the Patents and Patent Applications;

(ii) the Assignor has not received, and has not been threatened in writing with, any claim that would indicate operation under the Patents, the Patent Applications or the Continuations would infringe a third party's Intellectual Property Rights; and

(iii) the particulars of the Patents and Patent Applications given in the Schedules will be accurate as of the Effective Date.

3.1.3 the Patents and the Patent Applications do not infringe any third party's copyright or breach any confidence owed by the Assignor to a third party provided that

3.1.3.1 the Assignee shall promptly notify the Assignor in writing of any written claim of such infringement or breach of which the Assignee has notice;

3.1.3.2 the Assignee shall make no admission whether in writing or orally without the Assignor's prior written consent; and

3.1.3.3 the Assignee shall immediately allow the Assignor, at the Assignor's request and expense, jointly to control the investigation, defence, all negotiations, litigation and

SUBJECT TO CONTRACT

settlement of all claims and in particular the Assignee shall not settle any claim without the prior written consent of the Assignor. The Assignee shall give the Assignor such reasonable assistance as the Assignor shall require from time to time. All costs incurred or recovered in such negotiations, litigation and settlements shall be for the Assignor's account subject to the Assignor fulfilling its warranty objections in this Clause 3.1.3.

Each party agrees and acknowledges that Clause 3.1 sets out the only warranties being made by the Assignor in respect of the Patents and the Patent Applications. 3.2 Subject to Clause 3.4, the Assignee shall fully indemnify the Assignor against all actions, claims, demands, losses, damages, charges, costs (including reasonable attorney fees) and expenses occasioned by or arising directly or indirectly from the operation under any and all of the Patents, the Patent Applications and the Continuations by the Assignee and/or any third party authorised by the Assignee – save to the extent that the same were caused by Assignor's breach of this Agreement and are not subject to the indemnity in Clause 3.3.

- 3.3 Subject to Clauses 2.3, 3.1 and 3.4, the Assignor shall fully indemnify the Assignee against all actions, claims, demands, losses, damages, charges, costs (including reasonable attorney fees) and expenses occasioned by or arising directly or indirectly from operation by Assignor under any and all of the Patents, the Patent Applications and the Continuations prior to the Effective Date (for the avoidance of doubt including any operation by any third party under the Patents and the Patent Applications authorised by the Assignor prior to the Effective Date).
- 3.4 The party being indemnified under Clause 3.2 or 3.3 (the "Indemnified") shall immediately allow the party indemnifying (the "Indemnifier"), at the Indemnifier's request, cost and expense, to have joint control of the investigation, defence, all negotiations, litigation and settlement of all claims and in particular the Indemnified shall not settle any claim without the prior written consent of the Indemnifier. The Indemnified shall give to the Indemnifier such reasonable assistance as the Indemnifier shall require from time to time. All costs and expenses incurred or recovered in such negotiations, litigation and settlement shall be for the Indemnifier's account.
- 3.5 Neither party shall be liable to the other for
- 3.5.1 any loss (whether direct or indirect) of profits, loss of revenue, business, goodwill, contracts, anticipated savings or loss or spoiling of data; or
- 3.5.2 any special, indirect or consequential loss whatsoever, whether sustained by the other or any other person.

SUBJECT TO CONTRACT

- 3.6 For the avoidance of doubt the provisions of Section 4 of the Asset Purchase Agreement (to which this Agreement is attached) apply, as if they were reproduced here in full mutates mutandis (for the avoidance of doubt "Section 1.1(e)" in Section 4.2(a) shall be changed when reproduced here to read "any of the Clauses 3.3 and 3.4"), to any claim (whether in contract tort or otherwise) for breach of the warranties in Clause 3 or otherwise in respect of this Agreement (a "Claim").

4. LAW

The construction, validity and performance of the Agreement shall be governed in all respects by the laws of England, and the parties submit to the exclusive jurisdiction of the courts of England.

SUBJECT TO CONTRACT

SCHEDULE 1 TO THE AGREEMENT (BT Ref. Q80331) BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and AZURE SOLUTIONS Limited (the "Assignee")

PATENTS AND PATENT APPLICATIONS

BT Ref	Priority Date	Country	Status	Application Number	Grant Number	Title
A24519	23/03/1994	AU	Granted	62863/94	677383	Debt Reduction System
		BE	Granted	94910454.1	692171	
		CA	Granted	2158063	2158063	
		CH	Granted	94910454.1	692171	
		DE	Granted	94910454.1	69410087	
		DK	Granted	94910454.1	692171	
		ES	Granted	94910454.1	692171	
		FR	Granted	94910454.1	692171	
		GB	Granted	94910454.1	692171	
		HK	Granted	98111822.4	1010812	
		IT	Granted	94910454.1	692171	
		JP	Pending	94-521792		
		NL	Granted	94910454.1	692171	
		SE	Granted	94910454.1	692171	
		US	Granted	530171	5754632	
		ZA	Granted	94/2267	94/2267	
A24552	31/03/1993	AU	Granted	63830/94	697367	Inter-Network Call Accounting
		BE	Granted	94911272.6	692172	
		CA	Granted	2159002	2159002	
		CH	Granted	94911272.6	692172	
		CN	Pending	94192016.X		
		DE	Granted	94911272.6	692172	
		DK	Granted	94911272.6	692172	
		ES	Granted	94911272.6	692172	
		FI	Pending	954627		
		FR	Granted	94911272.6		
		GB	Granted	94911272.6	692172	
		HK	Granted	98100637.2	1001747	
		IT	Granted	94911272.6	692172	
		JP	Pending	94-521854		
		KR	Granted	704303/95	297299	
		NL	Granted	94911272.6	692172	
		NO	Pending	953899		
		NZ	Granted	263224	263224	
		SE	Granted	94911272.6	692172	
		SG	Granted	9602621-6	48839	
		US	Granted	797772/09	RE37856	

SUBJECT TO CONTRACT

A24634	31/03/1993	AU	Granted	63831/94	697499	Multi-network Accounting
		CA	Granted	2159000	2159000	
		CN	Pending	94192017.8		
		EP	Pending	94911273.4		
		FI	Pending	954628		
		HK	Pending	98115661.9		
		JP	Pending	01-278377		
		KR	Granted	704289/95	297300	
		NO	Pending	953898		
		SG	Granted	9602722-2	50490	
		US	Granted	797773/09	RE37857	
A24844	30/03/1995	AU	Granted	51563/96	690441	Fraud Detection & Control System
		CA	Granted	2215361	2215361	
		CN	Pending	96192841.7		
		EP	Pending	96908243.7		
		HK	Pending	98109157.3		
		JP	Pending	96-529089		
		KR	Pending	707022/97		
		NO	Pending	974511		
		NZ	Granted	304388	304388	
		SG	Granted	9703305-4	44190	
		US	Granted	930280/08	5907602	
A25133	29/03/1996	AU	Granted	21683/97	711818	Fraud Alarm Pattern Correlation
		CA	Granted	2248939	2248939	
		EP	Pending	97914436.7		
		HK	Pending	99102976.6		
		IN	Pending	659/MAS/97		
		JP	Pending	97-535015		
		NZ	Granted	504257	504257	
		US	Granted	029846/09	6377672	
A25134	29/03/1996	AU	Granted	21706/97	712002	Fraud Detection Rule Adjustment
		CA	Granted	2248126	2248126	
		EP	Pending	97914465.6		
		HK	Pending	99102978.4		
		IN	Pending	660/MAS/97		
		JP	Pending	97-535026		
		NZ	Granted		331666	
		US	Granted		6212266	

SUBJECT TO CONTRACT

A25349	22/07/1997	AU	Pending	83496/98		Fraud Detection – Auto User Profile Generation
		CA	Pending	2296332		
		EP	Pending	98933800.9		
		HK	Pending	00106774.9		
		IN	Pending	1620/MAS/98		
		SG	Granted	200000317-8	70489	
		US	Pending	463299/09		
A25350	22/07/1997	AU	Pending	84395/98		Fraud Detection Using Indirect Suspicion Rating
		CA	Pending	2296328		
		EP	Pending	98933799.3		
		HK	Pending	00106612.5		
		IN	Pending	1618/MAS/98		
		JP	Pending	2000-504699		
		SG	Granted	200000314-5	70487	
		US	Granted	463298/09	6,466,77 8	

Key to the above table

AU	- Australia	ES	- Spain	MC	- Monaco
AT	- Austria	FI	- Finland	MX	- Mexico
BE	- Belgium	FR	- France	NL	- Netherlands
BG	- Bulgaria	GB	- Great Britain	NO	- Norway
BR	- Brazil	GR	- Greece	NZ	- New Zealand
CA	- Canada	HK	- Hong Kong	PL	- Poland
CH	- Switzerland	HU	- Hungary	PT	- Portugal
CN	- China	IE	- Ireland	RO	- Romania
CS	- Czechoslovakia	IN	- India	SE	- Sweden
CZ	- Czech Republic	IT	- Italy	SK	- Slovakia
DE	- Germany	JP	- Japan	SG	- Singapore
DK	- Denmark	KR	- Korea	US	- USA
EP	- Europe	LU	- Luxembourg	WO	- World (All PCT States)
				ZA	South Africa

SUBJECT TO CONTRACT

SCHEDULE 2 TO THE AGREEMENT (BT Ref. Q80331) BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and AZURE SOLUTIONS Limited (the "Assignee")

COMMITMENTS

1. Non-Customer related commitments

Other Party	Patents	Commitment set out in Schedule 3 Summary
Intec Telecom Systems Plc. group	A24552 A24634	Undertaking not to seek to enforce certain of these patents and related patents against Intec Telecom Systems Plc. group and other parties
Telstra Corporation Limited – (Australia) group	A24552 A24634	Undertaking not to seek to enforce the Australian patents or patents derived therefrom against members of Telstra Corporation Limited group.

2. Customer related commitments

The relevant obligations (if any) in the following contracts:

	Contract Date/Effective Date
Viag Intercom 2001	31 st August 2002
Viag Interkom 1998	7 th July 1998
Viag 2001 amendment	8 th March 2002
Albacom contract	6 th November 1998
BT Telecommunications contract	28 th February 1999
Uunited Pan Europe Comms contract (Priority Telecom)	30 th June 1999
Priority Telecom LOI	25 th October 2002
Priority Telecom Netherlands service agreement	1 st October 2002
Ocean contract	14 th February 2000
Blu	1 st January 2001
BT Belguim contract	19 th September 2000
Impsat Arg contract	December 2000
Calltrade agreement	22 nd March 2002
e-mail requesting change to calltrade agreement	21 st May 2002
Amendment to calltrade contract	21 st May 2002
Trinidad and Tobago contract	18 th October 2001
Telfort mobile bv contract Ignite Netherlands	18 th June 2001
Telfort Interconnect Billing Service Agreement (Ncounter)	8 th July 1998
Telfort amendment	20 th July 1999
Telfort amendment	14 th October 1998
Telfort amendment	14 th December 1998
Tecra notes of meeting	22 nd November 2002
Telenor 1997	26 th September 1997
Indonesia MoA	29 th July 2002
Telenor Extinguishment Agreement	8 th November 2002

SUBJECT TO CONTRACT

Telenor Licence Agreement	8 th November 2002
Referral with TelInvest Ag	9 th October 2002
Syntel Referral Agreement	21 st August 2002
PTK NDA	28 th August 2002
Tellinvest NDA	9 th October 2002
Intellacties NDA	7 th October 2002
Inspiring Systems BDA	11 th November 2002
O2 Netherlands Letter of Intent	21 st May 2002
Draft renegotiated LOI for O2 Netherlands	18 th November 2002
O2 Netherlands Letter of Intent extension	13 th January 2003
BT Wholesale – NTL	3 rd July 2001
Cap Gemmi and Ernst & Young Letter of Intent	7 th November 2002
Arcor Ag contract	9 th January 2003
Bearing Point Thailand NDA	8 th January 2003
Telcodia Technologies NDA	6 th December 2002
Multicoms NDA	1 st November 2002
Systems Alliance NDA	27 th November 2002
Bull Italia NDA	27 th November 2002
Samart NDA	8 th January 2003
Pythagoras Communications service and support order	27 th September 2002
Pirate Public Relations PR agency order	10 th February 2003
Certegy Equifax IHFC warranty	22 nd August 2002
Synstar Computer Services (UK) support order	29 th November 2002
Recipe for Success web design order	12 th March 200

The Licensee agrees and acknowledges that it is fully aware of the relevant obligations (if any) as expressly set forth in these contracts.

3. General commitments

1. Non-exclusive licensing obligations could possibly derive from the Assignor's participation in collaborative research and development under programmes supported by the European Community, the Department of Trade and Industry, EURESCOM or other bodies of similar standing.
2. The Assignor has granted general non-exclusive rights to companies which the Assignor has disposed of (e.g. Yell, O₂) to enable them to continue to operate under the Assignor's Intellectual Property Rights which they were operating under immediately prior to their disposal and to continue to use confidential information which they were using immediately prior to their disposal.
3. In breaking up Concert, the Assignor has granted general non-exclusive rights to AT&T enabling AT&T to (i) use and dispose of assets acquired as a result of the break up (ii) continue to supply certain telecommunication services (iii) modify and use certain systems (including the software therein) to supply telecommunication services, and (iv) exploit Intellectual Property Rights previously owned by Concert or previously owned jointly by the Assignor and Concert.

SUBJECT TO CONTRACT

4. The Assignor has granted licences to use know how and copyright (including software) and such use may require operation under patents or patent applications licensed or assigned by the Assignor in this Agreement. Although not enumerated in such licences, the Assignor, its successors and its licensees cannot sue for infringement of such patents or patent applications pursuant to such use.

To the best of the Assignor's knowledge and belief having made all reasonable internal enquiries with the personnel in the IP Exploitation function at BTextact (being a part of the Assignor) and with the personnel in the Intellectual Property Department at the Assignor (without any of these persons incurring any personal liability), none of the Patents or the Patent Applications is subject to these general commitments.

SUBJECT TO CONTRACT

SCHEDULE 3 TO THE AGREEMENT (BT Ref. Q80331) BETWEEN BRITISH TELECOMMUNICATIONS public limited company (the "Assignor") and AZURE SOLUTIONS limited (the "Assignee")

TERMS OF AGREEMENT 1 DATED 16TH OCTOBER 2002

between : -

(1) British Telecommunications Public Limited Company whose registered office is at 81 Newgate Street, London EC1A 7AJ (Registered Company Number 018000000) ("BT"); and

(2) Intec Telecom Systems PLC whose registered office is at Wells Court 2, Albert Drive, Woking, Surrey, GU21 5UB (Registered Company Number 03931295) ("Intec Plc"); and

(3) Independent Technology Systems Ltd whose registered office is at Wells Court 2, Albert Drive, Woking, Surrey, GU21 5UB (Registered Company Number 3179314) ("ITSL")

WHEREAS

- (a) BT is the proprietor of European Patent No 0 692 172 and of Australian Patent No 0 697 499;
- (b) BT has commenced proceedings in the High Court in England against Intec under Claim No HC 00 005493 claiming an injunction to restrain infringement of European Patent No 0 692 172 in certain countries, damages and other relief;
- (c) Intec counterclaimed for revocation of European Patent (UK) No 0 692 172;
- (d) Computer Generation Inc, a wholly owned subsidiary of Intec Plc opposed Australian Patent No 0 697 499 before the Australian Patent Office;
- (e) the parties desire to settle these issues and to deal with certain other matters as appear below.

DEFINITIONS

- | | |
|-------------------------|---|
| 'Australian Opposition' | means proceeding before the Australian Patent Office commenced by CGI in relation to the validity of the Australian Patent. |
| 'Australian Patent' | means Australian Patent No 697,499. |
| 'CGI' | means Computer Generation Incorporated. |

SUBJECT TO CONTRACT

'English Proceedings'	means the proceedings in the High Court of England and Wales under Claim No HC 00 005493.
'European Patent'	means European Patent No 0 692 172.
'Group'	means Intec Plc and each of its Subsidiaries.
'Intec'	means Intec Plc and ITSL.
'Intec product'	means any existing product or derivate from an existing product heretofore sold by Intec Plc or by any member of the Intec Group
Other Patent'	means any patent or similar form of protection anywhere in the world which is or has been granted on an application claiming priority from the priority applications in the application for the European Patent.
'Subsidiaries'	has the meaning set out in Section 736 of the Companies Act 1985 as amended

NOW, in consideration of the mutual covenants and consideration set out herein, it is agreed as follows :

BT and Intec respectively consent to stay the Claim and Counterclaim in the English Proceedings and hereby authorise their respective solicitors to sign a Tomlin consent order.

BT will not pursue CGI for costs awarded by the Australian Patent Office in respect of the Australian Opposition provided that no appeal is filed against the decision of the Delegate of the Commissioner of Patents.

BT agree not to commence proceedings (nor threaten to do so) against : -

Intec Plc; or

a member of the Intec Group; or any employee agent or contractor of Intec Plc or of a member of the Intec Group in respect of any involvement in the designing making using keeping selling or marketing of or otherwise being concerned with the Intec Product; or

any actual or prospective lawful owner or user (whether past present or future) of the Intec Product or against any employee agent or contractor of such an owner or user in respect of their purchase use keeping resale or other involvement with the Intec Product (except insofar as such product is subsequently modified by or on behalf of said owner or user), in any jurisdiction throughout the world for any act (whether past present or future) of alleged infringement or contributory infringement of the European Patent or Other Patent.

SUBJECT TO CONTRACT

BT may only assign (including an assignment within the BT group of companies) or exclusively licence any or all of the European Patent or Other Patent to a third party where, as a pre-condition of such an assignment or exclusive licence, that such third party undertakes to accept the terms of this agreement in so far as they relate to the European Patent or Other Patent.

To the extent that any action is brought by a third party as a result of the assignment or exclusive licence of any of the European Patent or Other Patent by BT to any such third party referred to in Clause 5, BT shall indemnify and hold harmless Intec Plc and any member of the Intec Group from all liabilities (including all legal costs) arising out of any claims for infringement of the European Patent or Other Patent.

BT agrees that the benefit of this Agreement is given to Intec Plc and the members of the Intec Group for themselves and their successors in title (in so far as they are the successors of the business relating to the Intec Product) and accordingly may be enforced by Intec Plc or a member of the Intec Group and that Intec Plc or a member of the Intec Group and their successors in title may without BT's consent assign the benefit of this Agreement only with the assignment of the business relating to the Intec Product. In the event of such assignment, clause 4 shall apply to the assignee and its subsidiaries only in relation to the Intec Product; but the protection of clause 4 shall continue to apply after assignment in respect of the Intec Product sold or disposed of before such assignment.

The parties shall keep this Agreement and its terms confidential except where there is a legal or statutory requirement for disclosure.

As a consequence of the litigation proceedings, no normal business relationships between the parties exist and the parties commit to efforts to restore this situation.

This Agreement contains the entire agreement between the parties and supersedes all previous agreements or communications. The terms of this Agreement may only be modified by written agreement signed by both parties.

This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

SUBJECT TO CONTRACT

TERMS OF AGREEMENT 2 DATED 5TH SEPTEMBER 2002

Between British Telecommunications public limited company ("BT") and Telstra Corporation Limited ("Telstra")

1. Telstra will withdraw its opposition to the BT patent application 697,499.
2. BT will covenant not to institute proceedings against any member of the Telstra group (to the extent that that member acts in accordance with clauses 4 below as if it were Telstra) for alleged infringement of Australian patent 697, 367 or any patent granted on BT patent application 697,499 or any divisional, patent of addition or patent claim that claims priority from the patent or patent application. This covenant does not protect any member of the Telstra group for its processing of third party telephone call records which do not relate to any Telstra group member's provision of communications or infrastructure services.
3. BT will take all steps necessary to ensure that the covenant provided in clause 2 above binds any future owners and licensees of the patent and patent application.
4. Telstra will not knowingly assist CGI or any other party to oppose BT patent application 697,499, or to revoke any patent granted on that application, or to revoke Australian patent 697, 367, or to invalidate any patent or patent application corresponding to Australian patent 697, 367, or patent application 697, 499 in other jurisdictions, except to the extent, if any, required by contract or law.
5. The terms of this agreement are to remain confidential to the parties save that each party may disclose the existence of the covenant and the non-financial obligations to the extent necessary to give effect to the provisions of this agreement (such disclosure to also be subject to the obligation of confidence) and as required by law.

SUBJECT TO CONTRACT

Executed by the parties on the date written on Page 1 of this Agreement.

SIGNED BY

NAME:

M O CARE

TITLE:

Director Enterprise Venturing

An authorised representative of

British Telecommunications public limited company

SIGNED BY

NAME:

S. CHOWIN

TITLE:

CEO

An authorised representative of

Azure Solutions Limited