



the relevant services, then Supplier will be deemed to have unconditionally accepted UCL's offer. Any attempt by Supplier to accept UCL's offer on terms that are different to UCL's original offer as set out in its purchase order or confirmatory email, as applicable, will be deemed to be a rejection of UCL's

provided that the foregoing undertaking and indemnity shall not apply to the extent that the alleged infringement or other violation of any rights (including any Intellectual Property Rights) of a third party relates to any Background Intellectual Property of UCL that has been supplied or made available by UCL to Supplier for

disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

13.6

