

## LICENSE TERMS AND CONDITIONS

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING AND USING THE DELIVERABLES. UNLESS YOU HAVE A SEPARATE LICENSE AGREEMENT SIGNED BY AN AUTHORIZED FLEXIBILIS REPRESENTATIVE, BY USING OR INSTALLING THE DELIVERABLES AND/OR PAYING A LICENSE FEE, YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS, WHICH CONSTITUTE THE LICENSE AGREEMENT (“AGREEMENT”) BETWEEN YOU AND TTTECH FLEXIBILIS OY (“FLEXIBILIS”).

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT USE THE DELIVERABLES AND PLEASE PROMPTLY UNINSTALL AND DESTROY ANY COPIES YOU HAVE MADE.

IF YOU WISH TO PRINT OUT THIS AGREEMENT, YOU SHOULD HIGHLIGHT THIS TEXT, RIGHT-CLICK, SELECT “COPY” THEN “PASTE” IT INTO A DOCUMENT IN YOUR WORD PROCESSING PROGRAM.

YOU AND FLEXIBILIS MAY BE REFERRED TO INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS “PARTIES,” AS THE SITUATION MAY REQUIRE.

**1.0 Definitions.** For the purposes of this Agreement, the following definitions shall apply:

1.1 “*Altera Device(s)*” means field programmable gate arrays, complex programmable logic devices, structured application specific integrated circuit devices, and/or any other semiconductor devices designed, developed or manufactured by or on behalf of Altera Corporation and its wholly-owned subsidiaries (collectively “Altera”).

1.2 “*Altera Special Device(s)*” means any Altera Device(s) containing a unique part number, and intended to be used in combination with the Deliverables.

1.3 “*Apical Product*” means one or more design files, including Flexibilis’ PRP/HSR IP for switched Ethernet communications solutions, each of which may be provided in encrypted source code or object code formats, where each design file implements or supports the implementation of a specific function into an Altera Device.

1.4 “*Confidential Information*” shall mean any business, marketing, technical, scientific, or other information disclosed which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by a person, exercising reasonable business judgment, to be confidential, or is otherwise stated in this Agreement to be confidential.

1.5 “*Contractor*” shall mean a person, company, corporation, or other entity that (a) provides design, testing, or integration services for Licensee solely for implementation within Altera Devices, and (b) is subject to a written confidentiality agreement protecting Flexibilis’ and

Altera's Confidential Information with restrictions no less restrictive than those contained herein. No competitor of Flexibilis or Altera shall be a Contractor.

1.6 "*Deliverables*" means (a) the applicable Flexibilis (IP) Product, (b) any format test benches (if applicable) and/or suite of test vectors (if applicable), and (c) product/user Documentation (if applicable) relating to the Flexibilis Product.

1.7 "*Documentation*" means Flexibilis' then current instruction manuals, user guides and other information relating to the Flexibilis Product made available to Licensee from time to time during the term of this Agreement by Flexibilis, at its discretion, in either printed or machine readable form.

1.8 "*Intellectual Property*" means semiconductor topography rights, mask works rights, code (either object or source code), plans, specifications, patents, features, capabilities, copyrights, trademarks (including service marks), trade secrets, and design rights, whether registered or unregistered, and including any application for registration of any of the foregoing and all rights or forms of protection of a similar nature having equivalent or similar effect to any of these, which may exist anywhere in the world.

1.9 "*Licensed Products*" means Altera Device(s) in which the Flexibilis Product, in whole or part, or, if applicable, as modified by Licensee or Contractor under this Agreement, are implemented pursuant to the terms of this Agreement.

1.10 "*Licensee*" means You.

1.11 "*Support Services*" means any services provided by Flexibilis in connection with or related to the Deliverables.

## **2. License to the Deliverables:**

2.1 Subject to the terms and conditions of this Agreement, Flexibilis grants to Licensee a non-transferable and non-sublicensable, non-exclusive, royalty-free, and world-wide license solely to:

(a) program the Deliverables for use in Altera Devices;

(b) incorporate and reproduce the Deliverables for implementation in Altera Devices;  
and

(c) manufacture or have manufactured, distribute or have distributed, sell or have sold, or otherwise market or have marketed products containing one or more Licensed Products.

2.2 Flexibilis shall use commercially reasonable efforts to deliver to Licensee, via electronic transfer when possible, the Deliverables in a timely manner.

2.3 Licensee may copy the Deliverables for back-up or archival purposes only and may use the Deliverables over a network.

2.4 Licensee will not, and shall cause its Contractors, if applicable, and Licensee Customers, if applicable, to not remove any Flexibilis intellectual property notices from the Deliverables. Any copies of the Deliverables made by or for Licensee shall include all Intellectual Property and confidentiality notices appearing on such Deliverables. Any copy or portion of the Deliverables, or any portion merged into a Licensed Product, will continue to be subject to the terms and conditions of this Agreement.

2.5 Except for the express license granted in Section 2.1 above, no other licenses are granted by Flexibilis by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by Flexibilis. By way of example only, Licensee shall not have the right to view, edit or modify the Deliverables.

### **3. License Restrictions:**

3.1 EXCEPT AS SET FORTH IN SECTION 2 ABOVE, LICENSEE MAY NOT OTHERWISE USE, SUBLICENSE, DISCLOSE, OR TRANSFER THE DELIVERABLES. EXCEPT TO THE EXTENT THAT LICENSEE HAS BEEN PROVIDED THE SOURCE CODE TO THE DELIVERABLES, LICENSEE MAY NOT DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER THE DELIVERABLES OR ATTEMPT TO ACCESS OR DERIVE THE SOURCE CODE OF THE DELIVERABLES OR ANY ALGORITHMS, CONCEPTS, TECHNIQUES, METHODS, OR PROCESSES EMBODIED THEREIN; PROVIDED, HOWEVER, THAT IF LICENSEE IS LOCATED IN A MEMBER NATION OF THE EUROPEAN UNION OR OTHER NATION THAT PERMITS LIMITED REVERSE ENGINEERING NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY, LICENSEE MAY PERFORM LIMITED REVERSE ENGINEERING, BUT ONLY AFTER GIVING NOTICE TO FLEXIBILIS AND ONLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IMPLEMENTING THE EU SOFTWARE DIRECTIVE OR OTHER APPLICABLE LAW NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY.

3.2 LICENSEE IS EXPRESSLY PROHIBITED FROM USING THE DELIVERABLES TO PROGRAM PROGRAMMABLE LOGIC DEVICES, FIELD PROGRAMMABLE GATE ARRAYS, APPLICATION SPECIFIC INTEGRATED CIRCUITS, APPLICATION SPECIFIC STANDARD PRODUCTS, OR ANY OTHER INTEGRATED CIRCUIT PRODUCTS DESIGNED OR MANUFACTURED BY ANY COMPANY OR ENTITY OTHER THAN ALTERA.

### **4. Term:**

4.1 This Agreement is effective from the Effective Date for an initial period of three (3) years ("Initial Term") and shall continue thereafter for one year period(s) (each, a "Renewal Term") unless and until terminated by either party giving to the other not less than three (3) months' written notice of termination expiring on the last day of the Initial Term or Renewal Term, as applicable, but shall be subject to earlier termination as hereinafter contained. Flexibilis may terminate this Agreement immediately upon a determination by a court of competent jurisdiction that the Deliverables, in whole or in part, infringe any intellectual property right. Licensee may

terminate this Agreement at any time by destroying the Deliverables together with all copies and portions thereof in any form (including any portions merged into a design or product) and providing no less than one hundred twenty (120) days prior written notice to Flexibilis. Either Party may terminate this Agreement immediately for cause by written notice to the other Party if the other Party (a) ceases to do business or terminates its business operations; (b) breaches any material term or condition of this Agreement; or (c) becomes insolvent or seeks protection under any bankruptcy or liquidation or similar proceedings.

4.2 Upon any termination of this Agreement, the license and rights of Licensee under this Agreement shall terminate, and Licensee shall destroy the Deliverables, including all copies and portions thereof in any form (including any portions thereof merged into a design or Licensed Product), and certify the same to Flexibilis. Notwithstanding the foregoing, in the event of termination of this Agreement, Licensee may continue to sell and use the systems containing the Licensed Products that, prior to termination, have been developed in accordance with this Agreement and shipped to the end customers of Licensee. In no event may any portions of the Deliverables be used in development after termination. Upon termination by Flexibilis under Section 4.1, Flexibilis shall continue to support any existing Licensee product development projects based on the Deliverables until completion but such support shall not continue for a period in excess of one (1) year from the date of termination.

4.3 **Sell-through:** In the event of termination, Licensee shall have the right to manufacture or have manufactured, distribute or have distributed, sell or have sold, or otherwise market or have marketed products containing one or more Licensed Products already containing the Deliverables or designed before or by the date of termination, provided that consideration is made to Altera according to Section 5.

4.4 In the event of termination for any reason, all definitions in this Agreement and the rights, obligations, and restrictions under Sections 2.4, 3, 4, 7, 8, 9, 10, 11 and 12 shall survive termination of this Agreement.

## **5. Consideration:**

Licensee is not required to pay any license fees to Flexibilis for the license rights to the Deliverables granted under this Agreement, but shall provide the consideration specified in separate terms and conditions of sale with Altera.

## **6. Marketing**

Flexibilis may include Licensee's name on an alphabetical customer list in font no greater in size or unique in style than other customer names listed thereon.

## **7. Maintenance or Support:**

7.1 Flexibilis will, for a period of one (1) year following the date of delivery of the Deliverables ("Maintenance Expiration Date") and for the current product release and one (1) prior release of Flexibilis Product: (a) use commercially reasonable efforts to provide Licensee

with fixes to defects in the Flexibilis Product that cause the Flexibilis Product not to conform substantially to the Documentation and that are diagnosed as such and replicated by Flexibilis, including but not limited to fixes related to Licensee's use of the Flexibilis Product in different Altera Devices or different versions of Altera's Quartus II software, (b) provide Licensee with fixes and other updates to the Flexibilis Product that Flexibilis, in its sole discretion, chooses to make generally available to its customers without a separate charge; and (c) respond by telephone or email to inquiries from Licensee. In the event that Licensee requires the foregoing support beyond the Maintenance Expiration Date, Licensee shall have an option to pay an annual support fee to Flexibilis.

7.2 Except as set forth in Section 7.1 above, Flexibilis will not have any obligation to provide to Licensee any maintenance, support, or training, or to provide any error corrections, updates, upgrades, new versions, other modifications, or enhancements to the Deliverables or any Licensed Products. Licensee shall, at its own expense, be solely responsible for providing technical support and training to any of its customers and any other end users of the Deliverables, any Deliverable, or any Licensed Products, and Flexibilis will have no obligation to any such parties with respect thereto. Licensee shall be solely responsible for, and Flexibilis shall have no obligation to honor, any warranties that Licensee provides to its customers or to any other end users of any Licensed Products.

## **8. Confidential Information:**

8.1 Licensee acknowledges that the Deliverables contain Confidential Information of Flexibilis. Licensee agrees (a) to use at least the same degree of care as it uses with respect to its own confidential information, but in no event less than reasonable care, to prevent any Confidential Information disclosed by Flexibilis from being disclosed to any third party, except as permitted by this Agreement, (b) not to use or disclose Flexibilis Confidential Information for any purpose other than the purpose of programming Altera Devices with the Deliverables (the "Intended Purpose"), and (c) to restrict disclosure of Flexibilis Confidential Information solely to those of Licensee's employees and Contractors (if applicable), each with a need to know for the Intended Purpose and who agree to be bound by confidential non-disclosure agreements no less strict than this Agreement, and not disclose it to other third parties. Licensee shall be liable to Flexibilis for any breaches by its employees and Contractors (if applicable). Licensee shall not reverse engineer, disassemble, or decompile the Deliverables that embody Flexibilis Confidential Information.

8.2 Licensee shall have no obligations of confidentiality with respect to any Confidential Information to the extent that it (a) is already in the public domain or falls into the public domain through no breach of this Agreement (or any other obligation to Flexibilis) on the part of Licensee; (b) is already known to Licensee and is not under any obligation of confidentiality before receiving such Confidential Information from Flexibilis; (c) is rightfully obtained by Licensee from a third party and not under any obligation of confidentiality; or (d) is developed independently by Licensee by individuals without access to the Confidential Information. Licensee may, however, disclose Confidential Information to the extent required by a court of competent jurisdiction or an authorized government agency, provided Flexibilis is given reasonable notice of such disclosure.

## **9. Limited Representations and Warranties:**

9.1 Flexibilis represents and warrants to Licensee that, until the Maintenance Expiration Date (“Warranty Period”), the Flexibilis Product will substantially conform to the Documentation if used in compliance with the terms of this Agreement. Licensee’s sole remedy, and Flexibilis’ sole obligation, for a breach of this warranty shall be for Flexibilis to use commercially reasonable efforts to remedy the nonconformance, or (b) if Flexibilis, after using reasonable commercial efforts, is unable substantially to remedy the nonconformance, for Licensee to receive a refund of license fees paid during the previous one (1) year for the defective Flexibilis Product. If Licensee receives such a refund, Licensee agrees that its license and rights under this Agreement for the defective Flexibilis Product shall immediately terminate and Licensee agrees to destroy the defective Flexibilis Product, including all copies thereof in any form and any portions thereof merged into a design or product, and to certify the same to Flexibilis.

9.2 The foregoing warranties apply only to Flexibilis Products delivered by Flexibilis. The warranties are provided only to Licensee, and may not be transferred or extended to any third party, and apply only during the Warranty Period for claims of breach reported (together with evidence thereof) during the Warranty Period. Licensee shall provide Flexibilis with such evidence of alleged non-conformities or defects as Flexibilis may request, and Flexibilis shall have no obligation to remedy any non-conformance or defect it cannot replicate. The warranties do not extend to any Flexibilis Product that have been modified by anyone other than Flexibilis.

9.3 Each Party represents to the other Party that it has the right to enter into this Agreement and to perform its obligations hereunder.

9.4 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE DELIVERABLES OR SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND FLEXIBILIS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DELIVERABLES AND ANY DESIGN OR PRODUCT IN WHICH THE DELIVERABLES MAY BE USED, INCLUDING, WITHOUT LIMITATION, ANY LICENSED PRODUCTS. SHOULD THE DELIVERABLES PROVE DEFECTIVE, EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, FLEXIBILIS ASSUMES NO LIABILITY FOR ANY COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. No representation or other affirmation of fact, including but not limited to statement regarding capacity, suitability for use or performance of the Deliverables, whether made by Flexibilis employees or otherwise, shall be deemed to be a warranty for any purpose or give rise to any liability of Flexibilis whatsoever. By making the Deliverables available, Flexibilis expressly does not recommend, suggest, or require that the Deliverables be used in combination with any other product not provided by Flexibilis or Altera. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to Licensee in full, but shall be interpreted to apply to the maximum extent permissible under applicable law.

## **10. Indemnification:**

10.1 Flexibilis shall indemnify, defend and hold Licensee, and its officers, directors, and employees (collectively, the “Covered Parties”), harmless from and against any costs (including reasonable attorney’s fees) and damages arising from any and all lawsuits, proceedings or claims of infringement (collectively, “Claims”) asserted against the Covered Parties in so far as such Claims allege that the Flexibilis Product, in whole or in part, infringes the Intellectual Property rights of any third party, provided that: (a) Flexibilis is given immediate and complete control of such Claim, unless settlement seeks to impose payment obligations on the Covered Parties, in which case the Covered Parties’ consent must be obtained in advance, (b) the Covered Parties do not make any admission of liability nor settle or otherwise compromise any such Claim without Flexibilis’ prior written consent, and (c) the Covered Parties provide all requested reasonable assistance to Flexibilis, at Flexibilis’ expense, in the defense of such Claim.

10.2 Flexibilis shall have no liability under Section 10.1 in respect of any infringement Claim arising from the combination of the Flexibilis Product with any equipment or programs not supplied or approved by Flexibilis, except where the Flexibilis Product contributes to the infringement of the combination. For the avoidance of doubt, the use of the Flexibilis Product in or in conjunction with Altera Devices is approved by Flexibilis.

10.3 Flexibilis shall at its sole discretion and at no expense to the Covered Parties: (a) have the right to replace or change all or any part of the Flexibilis Product with substantially equivalent non-infringing products, in order to avoid any infringement. In such a case, Flexibilis shall notify the Covered Parties of replacement or change in advance, or (b) obtain for the Covered Parties the right to sell any Altera Devices if the use of the Flexibilis Product or sale of any Altera Devices is enjoined as a result of such Claims.

10.4 The foregoing states the entire liability of Flexibilis to the Covered Parties in respect of the infringement of the Intellectual Property rights of any third party.

## **11. Limitations of Liability:**

11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO LICENSEE’S BREACH OF THE LICENSE GRANT, LICENSE RESTRICTIONS OR CONFIDENTIALITY, THE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THE AGGREGATE OF THE AMOUNT PAID TO ALTERA BY THE LICENSEE USING THE SOLUTION (AS DEFINED IN THE TERMS AND CONDITIONS OF SALE SEPARATELY ENTERED INTO BETWEEN ALTERA AND LICENSEE) IN THE YEAR FOR WHICH THE INCIDENT GIVING RISE TO THE LIABILITY OCCURS OR USD100,000, WHICHEVER IS THE LOWER.

11.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO LICENSEE’S BREACH OF THE LICENSE GRANT, LICENSE RESTRICTIONS OR CONFIDENTIALITY, IN NO EVENT SHALL EITHER

PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO GOODWILL, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT.

## **12. General:**

12.1 Licensee may not sublicense, assign, or transfer this Agreement or the licenses granted, or any rights, duties, or obligations hereunder, or any Deliverables, whether by operation or law or otherwise, or disclose any trade secrets or Confidential Information embodied in the Deliverables, except as expressly provided in this Agreement. Any attempt to sublicense, assign, or otherwise transfer without prior written consent of the other Party any of the rights, duties, or obligations hereunder is void. For the purposes of this Section, a change in the persons or entities that directly or indirectly control fifty percent (50%) or more of the equity securities or beneficial or voting interest of Licensee shall be considered an assignment by Licensee and shall require the other Party's prior written consent, which shall not be unreasonably withheld.

12.2 Licensee shall not export or re-export, directly or indirectly, the Deliverables, any part thereof, or the direct product thereof, including Licensed Products, without first obtaining any necessary governmental licenses and approvals. Licensee further agrees that no products, propriety data, know-how, software, or other data or information received from Flexibilis will be directly employed in missile technology, sensitive nuclear, chemical or biological weapons end uses or by such end users. The foregoing obligations shall survive any term or termination of this Agreement.

12.3 This Agreement is entered into for the benefit of Flexibilis and its licensors and all rights granted to Licensee and all obligations owed to Flexibilis shall be enforceable by Flexibilis.

12.4 It is expressly agreed that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of England and Wales.

12.5 The Parties hereby agree that the Party who does not prevail with respect to any dispute, claim, or controversy relating to this Agreement shall pay the costs actually incurred by the prevailing Party, including any attorneys' fees.

12.6 No amendment to this Agreement shall be effective unless it is in writing signed by a duly authorized representative of both Parties. The waiver of any breach or default shall not constitute a waiver of any other right hereunder.

12.7 If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any



Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12.8 The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

12.9 BY USING THE DELIVERABLES OR ANY PART THEREOF, LICENSEE AND FLEXIBILIS ACKNOWLEDGE THAT LICENSEE AND FLEXIBILIS HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE AND FLEXIBILIS FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND FLEXIBILIS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND FLEXIBILIS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

12.10 Licensee agrees (on behalf of itself, its subsidiaries, and other affiliated parties) that neither it nor any of its subsidiaries or other affiliated parties will, whether during or after the term of this Agreement, institute any claim or action against Flexibilis, or any subsidiaries or other affiliated parties of Flexibilis, that is based in whole or in part on infringement (whether direct or contributory infringement, inducement to infringe, or otherwise) of any Licensee intellectual property rights in connection with the use, license, offer to license, importing, exporting, or otherwise disposing of the Deliverables, including any portion, enhancements, modifications, or derivative works thereof (collectively, "Subject Claims"), or authorize any third party to file any Subject Claims. This covenant shall extend to any Subject Claims against third-party manufacturers, suppliers, distributors, resellers, partners, customers, and other licensees of Flexibilis or any subsidiaries or other affiliated parties of Flexibilis. This covenant shall apply to and be binding on any assignees, licensees, or other transferees of Licensee's intellectual property rights. To the extent that such covenant shall not automatically be binding on any such assignees, licensees, or other transferees, the assigning party shall cause such covenant to be so binding and shall indemnify and hold harmless Flexibilis, or any subsidiaries or other affiliated parties of Flexibilis, against all damages, costs, expenses, and other liabilities (including attorneys' fees) incurred by Flexibilis, or any subsidiaries or other affiliated parties of Flexibilis, that result from or relate to any failure to cause such covenant to be so binding.

11.11 If Licensee is an agency or instrumentality of the United States Government, the Deliverables are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Deliverables are governed by the terms of this Agreement. Contractor/manufacturer is TTTech Flexibilis Oy, Tullikatu 6, Tampere 33100, Finland.

**[End of Agreement]**