

TTTech Flexibilis Oy – Evaluation License Agreement for FRS Package and Reference Software

This license agreement for FRS Package and Reference Software ("Agreement"), is entered into and agreed upon by and between TTTech Flexibilis Oy, a Finnish company having its principal place of business in Åkerlundinkatu 11, 33100 Tampere, Finland ("TTTech"), and its customer who intends to use the FRS Package and/or Software pursuant to the following provisions ("Licensee"). Licensee and TTTech may hereinafter be referred to individually as a "Party" or collectively as "Parties, as the situation may require.

1 Definitions

For the purposes of this Agreement, the following definitions shall apply:

- 1.1 "Accepted PO" means the purchase order issued by Licensee and accepted by TTTech in writing.
- 1.2 "Affiliate" means any corporation, company or other entity which directly or indirectly (i) is Controlled by a Party, (ii) Controls a Party or (iii) is under common Control with a Party. For clarification purposes, TTTech Auto AG and its Affiliates shall be deemed TTTech Affiliates within the meaning of this Agreement.
- 1.3 "Claims" means any costs or possible costs (including reasonable attorney's fees) and damages arising from any and all lawsuits, proceedings or claims of infringement.
- 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 similar), is disclosed under 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. Deliverables provided hereunder shall always be Confidential Information.
- 1.5 "Control" means that a minimum of 50% (fifty percent) of the controlled entity's outstanding shares or ownership interests, representing the right to make decisions for such entity, are owned or controlled, directly or indirectly, by the controlling entity.
- 1.6 "FRS Package" means one or more design files, including TTTech's Flexibilis Redundant Switch IP Solution with HSR/PRP named as FRS IP Solution or FESHA00E00, each may be provided in encrypted source code, object code or Source Code format, which can be Integrated into Device.
- 1.7 "Deliverables" means (i) the applicable FRS Package; (ii) Software provided to Licensee; (iii) Documentation; and (iv) any Updates. For the sake of clarity any legal consequences which result from Deliverables, such as Support Services or any other warranties provided by TTTech under this Agreement, shall not apply to any Open Source Software or any third party Intellectual Property or any Third Party Intellectual Property Deliverables.
- 1.8 "Derivative Software" means derivative work that uses or incorporates Software.
- 1.9 "Device(s)" means the semiconductor device/devices in which FRS Package, in whole or in case FRS Package includes Source Code then also in part, and/or Software solely together with FRS Package can be Integrated pursuant to the terms of this Agreement.
- 1.10 "Disk Image File" means a binary file containing FRS Package, Software and/or Documentation that can be loaded onto a physical storage device, e.g. SD card, to operate Device(s) with the functionality of FRS Package and/or Software.
- 1.11 "Documentation" means TTTech's then current instruction manuals, user guides and other information relating to FRS Package and/or Software made available to Licensee from time to time during the term of this Agreement by TTTech, at its discretion, in either printed or machine-readable form.
- 1.12 "Effective Date" means the date when the FRS Package is made available to Licensee
- 1.13 "Evaluation Board(s)" means hardware boards containing Devices that were sold by TTTech to Licensee for the Intended Purpose.
- 1.14 "Intellectual Property" means any and all intellectual property rights which may exist anywhere in the world, whether registered or unregistered, including semiconductor topography rights, mask works rights, code (either object or Source Code), plans, specifications, patents, features, capabilities, copyrights, trademarks (including service marks), trade secrets, know-how, all moral and economic rights of authors and inventors, and design rights, , 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.
- 1.15 "Integrated" means integrated, connected or otherwise distributed together in a physical manner (i.e. connected and distributed at the same time and the same place) or a logical manner (i.e. two products are priced as a single unit).
- 1.16 "Intended Purpose" means Integrating (i) FRS Package into a Device for evaluation; or (ii) evaluation of Software together with FRS Package and Device.
- 1.17 "Maintenance Expiration Date" means the date, if not specified otherwise in the Accepted PO, ninety (90) days after Effective Date.
- 1.18 "Open Source Software" means any software, firmware, data, font, component, or any other type of content, either in source, compiled, or other form, that is, or has been, licensed under, distributed under or otherwise subject to, any Open Source License. "Open Source License" means any license meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such organization's website located at www.opensource.org as of the Effective Date or hereafter) or any license meeting the Free Software Definition (as issued by the Free Software Foundation and stated on such organization's website located at www.fsf.org as of the Effective Date or hereafter) or any substantially similar license to any of the foregoing licenses. Open Source License includes without limitation any versions of the following and substantially similar license: the GNU General Public License, the GNU Lesser General Public License, the GNU Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, the Common Public License, the Eclipse Public License, the MIT License, the Berkeley Software Distribution ("BSD") License, the Artistic License and Creative Commons licenses.
- 1.19 "Software" means one or more software design files which are Intellectual Property of TTTech, in object code or Source Code format delivered in connection with FRS Package which can, in whole or part, and solely in combination with FRS Package, be Integrated into Device pursuant to the terms of this Agreement.
- 1.20 "Source Code" means any code written using a human-readable programming language.
- 1.21 "Support Services" means any services, including but not limited to support, provided by TTTech (up to at maximum two (2) hours) in connection with or related to the Deliverables during Maintenance Expiration Date or as otherwise specified in the Accepted PO. Licensee acknowledges that Support Services are not offered by TTTech if the Device used by Licensee is not listed in TTTech's release note as supported target device family.
- 1.22 "Third Party Intellectual Property Deliverables" means any third-party Intellectual Property and Open Source Software delivered to Licensee in connection with Deliverables.
- 1.23 "TTTech" means TTTech Flexibilis Oy and its Affiliates.

1.24 "Updates" means any modification or addition to Deliverables that fixes minor defects and does not change the overall utility, functional capability or application of Deliverables and only to the extent that any such Update are actually provided by TTTech to Licensee hereunder. For the sake of clarity Updates does not include (i) Upgrades; or (ii) any product that is marketed by TTTech as a new or distinct product.

1.25 "Upgrades" means product releases provided by TTTech that contain additional functionality or enhancements to the functionality or performance of Deliverables.

1.26 "Warranty Period" means time until Maintenance Expiration Date in case of an agreed fee in the Accepted PO.

2 License Grant

2.1 Subject to Licensee's compliance with the terms and conditions of this Agreement TTTech grants to Licensee a non-transferable, non-exclusive, world-wide license ("Granted License") to use FRS Package for internal evaluation purposes solely.

The FRS Package may only be used, incorporated, or loaded into at maximum five (5) Devices at the same time. The Software may solely be used together with the Devices the FRS Packages is incorporated or loaded into.

2.2 Licensee may load Disk Image File prepared for Evaluation Boards into at maximum five (5) Evaluation Boards at the same time.

2.3 Licensee will not remove any of TTTech's or TTTech's licensors' Intellectual Property notices from Deliverables. Any copies of Deliverables made by or for Licensee shall, if applicable, include all Intellectual Property and confidentiality notices originally appearing on such Deliverables. Any copy or portion of Deliverables will continue to be subject to the terms and conditions of this Agreement.

2.4 Except for the express license granted in Section 2.1 or 2.2 above, no other licenses are granted by TTTech by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by TTTech.

3 License Restrictions

3.1 EXCEPT AS SET FORTH IN SECTION 2 ABOVE, LICENSEE MAY NOT OTHERWISE USE, COPY, SUBLICENSE, DISCLOSE, REPRODUCE OR TRANSFER DELIVERABLES.

3.2 THE USE OF THE FRS PACKAGE, THE SOFTWARE, AND/OR THE DOCUMENTATION FOR DEVELOPMENT AND PRODUCTION PURPOSES IS EXPRESSLY EXCLUDED FROM THE LICENSE AND IS NOT PERMITTED.

3.3 LICENSEE MAY NOT MODIFY, ALTER, ADAPT, TRANSLATE, DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER DELIVERABLES OR ATTEMPT TO ACCESS OR DERIVE SOURCE CODE OF DELIVERABLES OR ANY ALGORITHMS, CONCEPTS, TECHNIQUES, METHODS, OR PROCESSES EMBODIED THEREIN;

3.4 LICENSEE SHALL NOT (I) PLEDGE, ENCUMBER OR OTHERWISE GRANT A SECURITY INTEREST IN THE DELIVERABLES OR LICENSED GRANTED HEREUNDER, (II) WRITE OR DEVELOP ANY DERIVATIVE WORK THAT USES OR INCORPORATES FRS PACKAGE OR ANY CONFIDENTIAL INFORMATION, (III) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO OR PERMIT USE OF DELIVERABLES BY ANY THIRD PARTY WITHOUT TTTech'S PRIOR WRITTEN CONSENT, (IV) USE DELIVERABLES FOR ANY COMPETITIVE ANALYSIS PURPOSES, (V) USE OR PUBLISH INFORMATION GAINED BY TESTING AND EVALUATION OF DELIVERABLES WITHOUT TTTech'S PRIOR WRITTEN CONSENT.

3.5 DELIVERABLES ARE NOT DESIGNED, INTENDED OR AUTHORIZED FOR USE IN COMPONENTS OF SYSTEMS INTENDED FOR, OR IN RELATION TO THE OPERATION OF WEAPONS, WEAPONS SYSTEMS, OR FOR LIFE-SUPPORT COMPUTERS OR EQUIPMENT (INCLUDING RESUSCITATION EQUIPMENT AND SURGICAL IMPLANTS). FURTHERMORE,

DELIVERABLES ARE NOT SAFETY CERTIFIED AND ARE THEREFORE NOT INTENDED TO BE USED IN SAFETY CRITICAL APPLICATIONS WITHOUT SAFETY MEASURES THAT MIGHT BE NECESSARY FROM CASE TO CASE.

3.6 LICENSEE IS EXPRESSLY PROHIBITED TO (I) USE, DISCLOSE, MARKET, SELL OR DISTRIBUTE DELIVERABLES AND/OR ANY THIRD PARTY INTELLECTUAL PROPERTY DELIVERABLES OR PARTS THEREOF AS STAND-ALONE PRODUCTS TO ANY THIRD PARTY AND (II) REMOVE OR CAUSE TO BE REMOVED ANY COPYRIGHT, TRADEMARK, PATENT OR ANY OTHER PROPRIETARY LEGEND OR NOTICES FROM ANY COPY OF DELIVERABLES.

3.7 IF SUB-LICENSE HAS BEEN PERMITTED IN WRITING BY TTTech IN THE INDIVIDUAL CASE, LICENSEE SHALL CAUSE ITS AFFILIATES, DISTRIBUTORS, END USERS AND CONTRACTORS TO COMPLY WITH TERMS AND OBLIGATIONS NOT LESS STRICT AS PROVIDED IN THIS AGREEMENT AND SHALL FURTHER ASSURE THAT THEY ARE RESTRICTED FROM MODIFYING, ALTERING, ADAPTING, TRANSLATING, DECOMPILING, DISASSEMBLING, OR OTHERWISE REVERSE ENGINEERING DELIVERABLES AND SUBLICENSING AS DEFINED IN SECTION 3., OR FROM ATTEMPTING TO ACCESS OR DERIVE SOURCE CODE OF DELIVERABLES OR FROM WRITING OR DEVELOPING ANY DERIVATIVE SOFTWARE THAT USES, INCORPORATES OR IS BASED ON DELIVERABLES OR ANY CONFIDENTIAL INFORMATION. LICENSEE SHALL FURTHER USE LANGUAGE IN ITS CONTRACTS WITH THESE PARTIES WHICH ASSURES THAT TTTech CAN CLAIM DAMAGES FROM THE PERMITTED AFFILIATES AND/OR END USERS AND/OR CONTRACTORS FOR THEIR NON-COMPLIANCE AND/OR INFRINGEMENT. FURTHERMORE, LICENSEE SHALL BE LIABLE FOR THE PERFORMANCE OF THESE PARTIES AS FOR ITS OWN AND INDEMNIFY TTTech FOR ANY LOSS OR DAMAGE WHICH TTTech MAY SUFFER OR INCUR AS A RESULT OF ANY SUCH INFRINGEMENT.

4 Intellectual Property Rights

4.1 TTTech warrants that it is the owner of all Deliverables and/or rightful licensee (towards Licensee rightful licensor) of all Third Party Intellectual Property Deliverables. TTTech and its licensors retain all rights of ownership, including Intellectual Property rights, in and to Deliverables and Third Party Intellectual Property Deliverables and to any Updates and Upgrades. Any Intellectual Property rights that derive from or are based on Deliverables, including but not limited to Software, shall also vest automatically in TTTech. This Agreement does not transfer any right, title or interest in and to Deliverables regardless of any use of the terms "purchase", "acquire", "sale" or similar language herein. Licensee shall take all steps necessary to protect TTTech's proprietary rights in Deliverables.

4.2 The use of Open Source Software delivered by TTTech in connection with Deliverables shall be governed solely by the respective Open Source license terms and to the extent permitted by applicable law TTTech shall assume no warranty or liability with respect to Open Source Software.

5 Term and Termination/Expiration

5.1 This Agreement is effective starting from Effective Date for a limited period of ninety (90) days. The Granted License terminates automatically after ninety (90) days unless Licensee and TTTech agreed in writing to prolong the Granted License subject to payment of a license fee.

5.2 Upon any termination and/or expiration of this Agreement, Granted License and rights of Licensee under this Agreement shall terminate, and Licensee shall stop using and destroy Deliverables, including all copies and portions thereof in any format and shall certify the same to TTTech upon request by TTTech. Furthermore, Licensee has no more rights after termination and/or expiration to use FRS Package and Software. In no event may any portions of Deliverables be used in development after termination.

5.3 Notwithstanding the foregoing, in the event that Licensee has bought TTTech's Evaluation Board(s) in combination with the Granted License, Licensee is permitted to use the Disk Image Files beyond termination subject to compliance to the terms of this Agreement. For the sake of clarity, Licensee is not permitted to use parts of Deliverables other than the Disk Image Files together with the Evaluation Boards in unaltered status only.

5.4 In the event of expiration and/or termination for any reason, Sections 2.3, 2.4, 3, 4, 5.2, 5.3, 5.4, 6, 7, 8, 9 and 10 shall survive termination of this Agreement; Section 2.2 shall survive in the event that the Granted License was subject to payment of a license fee.

6 Confidential Information

6.1 Licensee acknowledges that the Deliverables contain Confidential Information of TTTech and its licensors. Licensee agrees (i) 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 TTTech from being disclosed to any third party, except as permitted by this Agreement; (ii) not to use or disclose any TTTech Confidential Information than necessary for the Intended Purpose; and (iii) to restrict disclosure of TTTech Confidential Information solely to those of Licensee's employees, who have a need to know for the Intended Purpose and who agree to be bound by non-disclosure agreements not less strict than this Agreement, and not to disclose it to third parties. Licensee shall be liable to TTTech for any breaches by its employees.

6.2 Licensee shall have no obligations of confidentiality with respect to any Confidential Information to the extent that it (i) is already in the public domain or falls into the public domain through no breach of this Agreement (or any other obligation to TTTech) on the part of Licensee; (ii) is already known to Licensee and is not under any obligation of confidentiality before receiving such Confidential Information from TTTech; (iii) is rightfully obtained by Licensee from a third party and not under any obligation of confidentiality; or (iv) 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 TTTech is given reasonable notice of such disclosure.

6.3 Licensee acknowledges that the unauthorized use, transfer or disclosure of the Deliverables or any portion thereof will (i) substantially diminish the value to TTTech of the trade secrets and other proprietary interests that are the subject of Granted License terms; (ii) render TTTech's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause immediate and irreparable injury and harm. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Deliverables, TTTech shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without the necessity for TTTech to make an additional showing of irreparable injury and harm.

7 EXCLUSION OF REPRESENTATIONS AND WARRANTIES

7.1 THE FRS PACKAGE IS PROVIDED "AS IS" AND, TO THE EXTENT LEGALLY PERMITTED, NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, ARE MADE WITH RESPECT TO DELIVERABLES OR SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TTTech 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 DELIVERABLES AND ANY DESIGN OR PRODUCT IN WHICH DELIVERABLES MAY BE USED, INCLUDING, WITHOUT LIMITATION, ANY END PRODUCTS. SHOULD DELIVERABLES PROVE DEFECTIVE, EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, TTTech 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 Deliverables, whether made by TTTech employees or otherwise, shall be deemed to be a warranty for any purpose or give rise to any liability of TTTech whatsoever.

7.2 For the avoidance of doubt Third Party Intellectual Property Deliverables and Software are provided on "AS IS" basis without warranty of any kind. To the fullest extent permitted by law, TTTech disclaims all promises, representations and warranties with respect to Third Party Intellectual Property Deliverables and Software, including without limitation implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and warranties of non-infringement. TTTech does not warrant that the operation of Third Party Intellectual Property Deliverables and Software will be uninterrupted or error-free or that defects in Third Party Intellectual Property Deliverables and Software will be corrected. TTTech does not make any promises, representations and warranties regarding the results and performance Third Party Intellectual Property Deliverables and Software or regarding the use or the results of the use of Third Party Intellectual Property Deliverables and Software.

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

7.4 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.

8 Indemnification

8.1 LICENSEE WILL INDEMNIFY AND HOLD TTTech AND ITS AFFILIATES, LICENSORS AND SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS AGAINST ALL CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY OR DEATH ASSOCIATED WITH ANY UNINTENDED USE OF THE DELIVERABLES, EVEN IF SUCH CLAIM ALLEGES THAT TTTech OR AN TTTech AFFILIATE, LICENSORS, OR SUPPLIER WAS NEGLIGENT REGARDING THE DESIGN OR MANUFACTURE OF THE DELIVERABLES.

8.2 TTTech shall have no liability under Section 9 in respect of any infringement Claim (i) arising from the combination of Deliverables or any part thereof with any product, services, third party Intellectual Property rights equipment or programs not supplied by TTTech; (ii) asserted by Licensee or its Affiliate with regards to any of its patent existing as of Effective Date which are relevant in relation to Deliverables; (iii) results from alteration of Deliverables by Licensee, contractors or any third party or from compliance with Licensee's written instructions provided to TTTech; (iv) could have been avoided by the use of Maintenance or Support Services that complies with the Agreement and corresponds with Deliverables and which is offered for use to Licensee by TTTech; or (v) results from use of Deliverables in violation of any terms hereof, or in an application or environment for which it was not designed or not contemplated hereunder.

9 Limitation of Liability

9.1 TTTech OR ITS AFFILIATES, LICENSORS OR SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF REVENUES OR SAVINGS, THE USE OF OR INABILITY TO USE THE DELIVERABLES, EVEN IF TTTech HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FRS PACKAGE LICENSED HEREUNDER IS NOT DESIGNED OR INTENDED FOR USE IN MISSION CRITICAL APPLICATIONS IN WHICH

THE FAILURE OF THE DELIVERABLES COULD LEAD TO PERSONAL INJURY OR DEATH.

9.2 IN NO EVENT WILL THE TOTAL LIABILITY OF TTTECH ARISING OUT OF OR IN CONNECTION WITH THE FRS PACKAGE AND THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, EXCEED IN AGGREGATE THE FEES PAID BY LICENSEE FOR THE DELIVERABLES GIVING RISE TO THE CLAIM.

9.3 THESE LIMITATIONS OF TTTECH'S LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY TO THE EXTENT SET FORTH HEREIN, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN FULL BUT SHALL BE INTERPRETED TO APPLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

10 Other General Provisions

10.1 Licensee shall not sublicense, assign, or transfer this Agreement or License, 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 Deliverables, except as expressly agreed between Licensee and TTTech in writing. Any attempt to sublicense, assign, or otherwise transfer without prior written consent of TTTech 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 TTTech's prior written consent.

10.2 TTTech may assign the Agreement or part of it to its Affiliates and/or to any successor corporation or entity (whether by purchase of all or substantially all of TTTech's assets or outstanding capital stock, by merger, consolidation, division or otherwise) upon prior written notice to Licensee. This Agreement will be binding upon and inure to the benefit of any successors or rightful assigns of TTTech.

10.3 Licensee shall not export or re-export, directly or indirectly, Deliverables, any part thereof, or the direct product thereof, without first obtaining any necessary governmental licenses and approvals. Licensee further agrees that no products, proprietary data, know-how, software, or other data or information received from TTTech 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.

10.4 It is expressly agreed that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the Republic of Austria.

10.5 If, within a period of three (3) months, the Parties fail to resolve amicably all disputes or claims arising out of or in connection with

this Agreement including disputes relating to its validity, breach, termination or nullity, then such dispute or claim shall be finally settled at the plaintiff's choice (i) by arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with these rules or (ii) by the competent court in Vienna, Austria. The arbitration will be held in Vienna, Austria (unless another location can be mutually agreed) and the language of the proceedings shall be English. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for an injunction or other interim relief in support of arbitration and no such application will be deemed incompatible with or a waiver of the terms of this Agreement.

10.6 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.

10.7 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 affect 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.

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

10.9 Licensee agrees (on behalf of itself, its Affiliates, and other affiliated parties) that neither it nor any of its Affiliates or other affiliated parties will, whether during or after the term of this Agreement, institute any claim or action against TTTech, or any Affiliates or other affiliated parties of TTTech, 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 Deliverables, including any portion, enhancements, modifications, Updates, Upgrades 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 licensors, customers, and other licensees of TTTech or any subsidiaries or other affiliated parties of TTTech.