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“**Force Majeure Event**” means any failure by a Party to perform its obligations under this Agreement caused by an impediment beyond its control, which it could not have taken into account at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Such impediments may include, but are not limited to, acts of government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots, acts of terror or specific threats of terrorist activity, transportation or energy. Strike, lock-out, boycott and other industrial action shall constitute a Force Majeure Event also when the Party concerned is the object or a party to such an action.

“**Intellectual Property Right**” means patents, petty patents, utility models, designs (whether or not capable of registration), design patents, inventions, database rights, chip topography rights, protection of works of authorship or expression, including copyrights and future copyright, domain names, trademarks, trade names and any other industrial and intellectual property rights, whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively, and the rights to prosecute, enforce and obtain remedies.

“Licensed Product” means XRS Software Environment and XRS RPi Disk Image, excluding XRS Drivers and any third party components licensed separately under any applicable open source software license terms and conditions, and any accompanying Documentation.

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“SpeedChip XRS Device” means any HSR and/or PRP enabled single-chip gigabit Ethernet switch devices distributed by Arrow Electronics Inc. as SpeedChip XRS family device.

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“XR7 Redundancy Supervision” means Flexibilis’ XR7 Redundancy Supervision software implementation data and information including the component in binary format, any applicable Documentation and the Intellectual Property Rights incorporated therein.

“XRS RPi Disk Image” means a prebuilt SD card (memory card) disk image suitable for Raspberry Pi minicomputer, which can be used for SpeedChip XRS Device evaluation, including, but not limited to, XRS Drivers, XR7 Management Software, XR7 PTP, XR7 Redundancy Supervision and third party open source software components licensed separately under applicable open source software license terms and conditions, in binary format.

“XRS Software Environment” means a software environment delivered in virtual disk image format including (i) XRS Drivers, XR7 Management Software, XR7 PTP, XR7 Redundancy Supervision, Flexibilis’ proprietary software components and third party open source software components either in binary or source

code format; and (ii) software development platform containing pre-installed third party open source software tools and components, licensed separately under any applicable open source license terms and conditions, for rebuilding XRS RPi Disk Image.

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5 License fees

The granted evaluation and testing license is free of charge provided that the Licensed Product is used according to the terms and conditions of this Agreement and solely with SpeedChip XRS Device.

Each Party shall bear all costs and expenses incurred by it in connection with this Agreement.

6 Availability of support and maintenance

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 and/or the Licensed Product.

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IN NO EVENT SHALL FLEXIBILIS' TOTAL LIABILITY FOR ANY COSTS, DAMAGES, CLAIMS OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED 50 USD.

9 Confidentiality

Licensee shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of this Agreement.

Licensee shall have the right to:

- a) copy Confidential Information only to the extent necessary for the purpose of this Agreement; and
- b) disclose Confidential Information only to those of its employees who need to know Confidential Information for the purpose of this Agreement.
- c) disclose Confidential Information to its own advisors provided that such advisors are bound by confidentiality provisions at least as restrictive as contained in this section 9.

Notwithstanding the foregoing the confidentiality obligation shall not be applied to any material or information:

- a) which is generally available or otherwise public other than by a breach of this Agreement on the part of Licensee; or
- b) which Licensee has received from a third party without any obligation of confidentiality; or
- c) which was in the possession of Licensee prior to receipt of the same from Flexibilis without any obligation of confidentiality related thereto; or

d) which Licensee has developed independently without using material or information received from Flexibilis; or

e) which Licensee shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order.

Licensee shall cease using Confidential Information received from Flexibilis promptly upon termination or expiration of this Agreement or when Licensee no longer needs the Confidential Information in question for the purpose of this Agreement and, unless the Parties separately agree on the destruction of such material, return the material in question and all copies thereof. Licensee shall, however, be entitled to retain copies required by law or regulations.

The rights and obligations under this section 9 shall survive the termination or expiration of this Agreement and shall remain in force for a period of 5 years from the Download Date, or if the Confidential Information is disclosed after the Download Date, for a period of 3 years from the date of disclosure.

10 Force Majeure

Save for the obligation to pay money properly due and owing, neither Party shall be liable for delays and damages caused by a Force Majeure Event.

A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time.

A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

11 Assignment

Neither Party may assign the Agreement, either wholly or in part, without the written consent of the other Party. Flexibilis may, however, assign the Agreement to its affiliated companies or in connection with the transfer of business operations.

12 Term and Termination

This Agreement shall become effective on the Download Date and will remain in force 180 days from the Download Date.

Flexibilis shall at any time have the right to terminate this Agreement with immediate effect upon written notice to Licensee. Email for the purpose of this clause shall be considered a written notice.

Upon termination or expiry of this Agreement all rights granted to Licensee hereunder shall terminate and Licensee shall discontinue all usage and copy of Deliverables and shall destroy any and all copies of Deliverables.

13 Applicable Law; Dispute Resolution

This Agreement and all matters arising out of or in connection with this Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland without reference to its choice of law rules.

In the event no settlement can be reached by means of negotiations, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be primarily resolved finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one arbitrator. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted and the arbitration award shall be given in the English language.

Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order, preliminary injunction or temporary procedural remedy where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.

14 Other Provisions

A failure of a Party to insist upon the performance of any or more of the terms or conditions of this Agreement or a waiver of any term or condition of this Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

If any provision in this Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.