

**Agreement on participation in the solution of R&D project  
No. TF03000029 entitled “Internet of Things Monitoring and Forensics (IRONSTONE)”  
and on the application of R&D results (this “Agreement”)**

which agreement, according to the provisions of par. 1746 of Act No 89/2012Sb, the Civil Code, as amended, and in accordance with the respective provisions of Act No 130/2002 Sb on the support for research, experimental development and innovations from public funds and on changes in some related Acts (Support for R&D Act) as amended, is concluded on the day, month and year given below, by the Parties:

**Article 1.  
Parties to the Agreement**

**1.1 Flowmon Networks a.s.**

Based in: U vodárny 2965/2, 616 00 Brno, Czech Republic

IN: 27730450

TIN: CZ27730450

entered in section B, entry 4906 of the Trade Register kept by the Regional Court in Brno

Banking details: ČSOB a.s., Brno branch

Account number: XXXX

Statutory authority: Chairman of the board: RNDr. Rostislav Vocilka, CSc.

Deputy Chairman of the Board: RNDr. Pavel Minařík, Ph.D.

**(hereinafter referred to as “Recipient” or “Flowmon”)**

and

**1.2 Brno University of Technology**

Based in: Antonínská 548/1, 601 90 Brno

IN: 00216305

TIN: CZ00216305

Established by University Act No 111/1998Sb.

Banking details: Komerční banka, a.s., Nám. Svobody 22, CZ – 631 31 Brno

SWIFT code: KOMBCZPP

Account No.: XXXXXXXXXX

IBAN: XXXXXXXX

Statutory authority: Rector Prof. RNDr. Ing. Petr Štěpánek, CSc.

**(hereinafter referred to as the “BUT”)**

and

**1.3 HancomGMD Co., Ltd.**

Based in: Hancom Tower, Deawangpangyo-ro 644 beon-gil 49, Bundang-gu, Seongnam-Si, Gyeonggi-do, 1349, South Korea

IN: 2298125921

TIN: KR2298125921

Registration: 110111-1372236

Banking details: Industrial Bank of Korea, Pangyo-Technovalley

Bank address: 660, Daewangpangyo-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, Korea

Account number: XXXXXXXXXX

SWIFT: XXXXXX

Statutory authority: HANCOM GMD INC. (CEO: Kim Hyunsoo)

**(hereinafter referred to as the “GMD”, and together with Flowmon, the “Commercial Partners”)**

and

**1.4 Hallym University**

Based in: Hallym University Rd. Chuncheon 1, Gangwon-do, 24252, South Korea

Banking details: Woori Bank, Hallym University Branch, 옥천동 산 1-2, 춘천시, 강원도 24252

Account number: XXXXXX

SWIFT: XXXXXX

Statutory authority: Director, Research Support Department: Choi Sung-Chan

**(hereinafter referred to as the “Hallym”, and together with BUT, the “University Participants”)**

**Flowmon, BUT, GMD and Hallym are all together referred to as the “Parties” or the “Project Participants.”**

**Article 2.  
Purpose of Agreement**

- 2.1 The purpose of this Agreement is to specify (i) the conditions of cooperation of the Parties on the solution of the R&D project entitled “Internet of Things Monitoring and Forensics (IRONSTONE)” registered under Czech Republic No. TF03000029 (the “Czech Project”) and Korea Republic No. N0002260 (the “Korean Project”); and together with the Czech Project, the “Project”), and (ii) the principles for the use of, or rights regarding, the project results.

**Article 3.  
Project solution**

- 3.1 The term of this Agreement shall commence on **November 1, 2016** and shall remain in effect for a period of three (3) years.
- 3.2 The subject of project solution is a novel solution to IoT monitoring and investigation for Industrial IoT and Smart Home IoT implementations. The Parties intentionally

restrict the scope of the Project to make it practically feasible to produce the project results targeting the market opportunities of the Commercial Partners. Two software products (IoT Monitoring and Diagnostic Toolset, IoT Forensic Toolset) will be delivered:

- 3.3 For the purpose of the Project, the Parties aim to develop the following project results:
- (i) Flowmon and BUT will develop Flowmon IoT Monitoring and Diagnostic Toolset, which will monitor IoT networks and detect problems caused by IoT devices or user misbehaviour.
  - (ii) GMD and Hallym will develop HancomGMD IoT Forensic Toolset, which will be focused on the procedure to correctly acquire live data from a multitude of different IoT devices on the network.
- 3.4 Expected project results (which will be stated separately in the project framework) are:
- (i) Collection of parsers for IoT protocols (statement by 11/2017)
  - (ii) Flowmon IoT Monitoring and Diagnostic Toolset (statement by 11/2019)
  - (iii) HancomGMD IoT Forensic Toolset (statement by 11/2019)

#### **Article 4. Researcher team**

- 4.1 The researcher team for the Project shall be made up of people who significantly participate in the project solution and are in an employment relationship with any of the Project Participant.
- 4.2 The person responsible for the solution and professional level of the project on the part of the Recipient is RNDr. Rostislav Vocilka, CSc.
- 4.3 The person responsible for the solution and professional level of the project on the part of GMD is Kim Hyunsoo.
- 4.4 The person responsible for the solution and professional level of the project on the part of BUT is Ing. Petr Matoušek, Ph.D., M.A.
- 4.5 The person responsible for the solution and professional level of the project on the part of Hallym is Prof. Joshua James, Ph.D.

#### **Article 5. Factual content of cooperation between Project Participants**

- 5.1 In order to fulfill the subject of this Agreement as specified above, the Parties shall undertake to cooperate with each other so that they will ensure that any researcher employed by any Party will cooperate (work) with the other researchers employed by other Parties on the solution of the following tasks within the framework of the stages specified in the project application:
- (i) Analysis of IoT environment and research and design of methods of data analysis by the end of 2017.
  - (ii) Implementation and experimental evaluation of methods of data analysis by the end of 2018.
  - (iii) Integration of result into the final product, testing and results evaluation by the end of October 2019.



**Article 6.**  
**Project funding**

**6.1**  
**Project funding in the Czech Republic (TACR)**

**6.1.1** Under this Agreement, Flowmon will receive 14,507,154 CZK for the project non-investment earmarked funds (the “Czech Project Fund”) as provided by TACR (“TACR” or the “Czech Funding Provider”) and undertakes to transfer to BUT, for the solution of the above factual content, portion of such Czech Project Fund in an amount of:

**6,990,795 CZK**

specifically:

- in 2017 in an amount of 2,482,296 CZK
- in 2018 in an amount of 2,446,545 CZK
- in 2019 in an amount of 2,061,954 CZK

The total amount and sources for the Czech Project Fund for Flowmon and BUT are specified as follows:

|  | 2017             | 2018             | 2019             | Total             |
|--|------------------|------------------|------------------|-------------------|
| Total earmarked funds for Flowmon and BUT together | 3,770,093        | 3,722,477        | 3,225,225        | 10,717,795        |
| Earmarked funds allocated for BUT                  | 2,482,296        | 2,446,545        | 2,061,954        | 6,990,795         |
| Non-public sources                                 | 1,332,903        | 1,316,068        | 1,140,388        | 3,789,359         |
| <b>Total sources</b>                               | <b>5,102,996</b> | <b>5,038,545</b> | <b>4,365,613</b> | <b>14,507,154</b> |
| Percentage of support                              | 73.88            | 73.88            | 73.88            | 73.88             |

**6.1.2** Flowmon is obliged to remit the portion of the Czech Project Fund as set forth in Section 6.1.1 to BUT via wire transfer to BUT’s bank account given in Section 1.2, within twenty (20) days after receiving the Czech Project Fund from the Czech Funding Provider.

**6.1.3** In case the Czech Funding Provider decides to provide a different amount of the Czech Project Fund for the project solution other than the one given in the project proposal, the Parties undertake to adjust the amount of the Czech Project Fund proportionally by amending this Agreement.

**6.1.4 The earmarked funds transferred are not subject to VAT.**

**6.1.5** The Czech Project Fund under this Agreement will be provided to Flowmon and BUT to cover the costs incurred by them in the course of carrying out their tasks or obligations under this Agreement.

**6.1.6** The Parties stipulate that their contribution to the cooperation in project solution is:

- on the part of Flowmon:  
the research capacity of the research & development workers and company equipment
- on the part of BUT:  
the research capacity of the research workers involved and laboratory facilities

**6.1.7** Share in project costs and cost distribution. Flowmon will get from TACR a subsidy by using its portion of the Czech Project Fund to cover 49.80% of its costs incurred in the

project implementation. BUT will get from TACR a subsidy by using its portion of the Czech Project Fund to cover 100% of its costs incurred in project implementation.

6.1.8 In case of failure of the Czech Project, any losses will be split between Flowmon and BUT in the same ratio in which the subsidy to project implementation is split.

## 6.2

### Project funding in South Korea (KIAT)

6.2.1 Under this Agreement, GMD will receive [741,591,000] KRW (or an equivalent amount in KRW) for the project non-investment earmarked funds (the "Korean Project Fund") as provided by Korea Institute for Advancement of Technology ("KIAT" or the "Korean Funding Provider") and undertakes to transfer to Hallym, for the solution of the above factual content, in a Korean Won equivalent of:

**450,000,000 KRW**

specifically:

- in 2017 in an amount of 150,000,000 KRW
- in 2018 in an amount of 150,000,000 KRW
- in 2019 in an amount of 150,000,000 KRW

6.2.2 GMD is obliged to remit the portion of the Korean Project Fund as set forth in Section 6.2.1 to Hallym via wire transfer to Hallym's bank account given in Section 1.2, within twenty (20) days after receiving the Korean Project Fund from the Korean Funding Provider.

6.2.3 In case the Korean Funding Provider decides to provide a different amount of THE Korean Project Fund for the project solution other than the one given in the project proposal, the Parties undertake to adjust the amount of the Korean Project Fund proportionally by amending this Agreement.

6.2.4 The Korean Project Fund under this Agreement will be provided to GMD and Hallym to cover the costs that are earmarked in the Agreement.

6.2.5 The Parties stipulate that their contribution to the cooperation in project solution is:

- on the part of GMD:  
the research capacity of the research & development workers and company equipment
- on the part of Hallym:  
the research capacity of the research workers involved and laboratory facilities

6.2.6 Share in project costs and cost distribution. GMD will get from KIAT a subsidy by using its portion of the Korean Project Fund to cover 68.4% of its costs incurred in the project implementation. Hallym will get from KIAT a subsidy by using its portion of the Korean Project Fund to cover 98.05% of its costs incurred in project implementation.

6.2.7 In case of failure of the Korean Project, any losses will be split between GMD and Hallym in the same ratio in which the subsidy to project implementation is split.

## Article 7.

### Conditions for spending the allotted earmarked funds

#### 7.1

#### Conditions for spending the allotted earmarked funds in the Czech Republic (TACR)

Flowmon and BUT are obliged:

- 7.1.1 to use the Czech Project Fund solely to cover demonstrable necessary costs directly related to the fulfillment of the targets and parameters of the project part under solution, in keeping with the conditions set out in generally binding legal regulations,
- 7.1.2 to keep separate accounting records on drawing and spending the Czech Project Fund for project solution such that these funds and their use are recorded separately from the other possessions of any other Project Participant. These records need to be maintained for ten years following the provision of the Czech Project Fund for the solution of a part of the Czech Project. While maintaining these records, Flowmon and BUT are obliged to observe binding legal regulations, current accounting usage, and the respective binding conditions contained in the principles, directives or other regulations published in the Financial Gazette of the Ministry of Finance or some other binding manner,
- 7.1.3 to check regularly the other researcher and other persons in the matter of drawing, spending and recording the Czech Project Fund provided to BUT by Flowmon in connection with the solution of a part of the Czech Project,
- 7.1.4 to reach the set targets and parameters of a part of the Czech Project,
- 7.1.5 to observe, within the framework of total costs incurred in the solution of a part of the Czech Project, the set ratio of costs covered from the Czech Project Fund provided by TACR to the other stipulated forms of funding a part of the Czech Project,
- 7.1.6 to submit by Dec. 31 of each calendar year during the term of this Agreement, a written annual report on the implementation of a part of the Czech Project in the course of the given year. The report must include detailed accounts of the management of the Czech Project Fund provided by TACR. At the same time BUT is obliged to return to Flowmon by Jan 1 of the following calendar year, any portion of the Czech Project Fund that had not been drawn by the end of the calendar year; provided, that Flowmon shall be advised in advance of the amount of the Czech Project Fund to be returned, and Flowmon is then obliged to return such funds to TACR by Jan. 15,
- 7.1.7 in the case that an obligation arises to return the Czech Project Fund for any other reasons than those based on financial settlement, BUT is obliged to immediately ask in writing Flowmon for information as regards the conditions and manner of settling these funds,
- 7.1.8 to enable TACR and Flowmon or persons entitled to them to make a complex check of both the results of project solution and accounting records and the use of the Czech Project Fund that is provided by TACR for the solution of a part of the project, at any time in the course of the project solution or within 10 years from the termination of the funding by TACR of the the Czech Project Fund. This arrangement does not bear on or limit the rights of auditing and financial bodies of the Czech Administration,



- 7.1.9 when managing the Czech Project Fund obtained on the basis of TACR's decision and the Agreement, and the property and rights acquired for the Czech Project Fund, BUT must comply with generally binding legal regulations regarding the management of state property (e.g. Act No 137/2006 Sb on public orders, as amended; Act No 218/2000 Sb on budget rules and changes in some related Acts, as amended),
- 7.1.10 to contractually ensure, from holders of intellectual property rights arising in connection with the implementation of a part of the project, the possibility to freely exercising these rights,
- 7.1.11 to inform Flowmon of BUT's possible incapacity to fulfil properly and in time its duties under this Agreement, and of all significant changes in its property rights status such as company formation, merger or split, change in legal form, reduction of stated capital, entering into liquidation, commencement of insolvency proceedings, termination of the respective activity authorization, etc., immediately after these changes have become legally valid,
- 7.1.12 to return to Flowmon all Czech Project Fund, either drawn or unused, inclusive of the property benefits obtained by using the funds, within 30 days from the day when they inform or should have informed Flowmon, in accordance with the preceding paragraph, that there are facts on the basis of which they will no longer be able to continue fulfilling its duties under this Agreement,
- 7.1.13 If BUT does not draw or spend in the respective calendar year all Czech Project Fund apportioned for the respective calendar year, BUT will be entitled to carry forward a part of unused Czech Project Fund, up to 5% of the total unused Czech Project Fund apportioned for the respective calendar year, into the Czech Project Fund reserve and use these funds in the following year. The arrangement specified in the preceding sentence cannot be applied in the last year of the term of this Agreement.

## 7.2

### **Conditions for spending the allotted earmarked funds in South Korea (KIAT)**

GMD and Hallym are obliged:

- 7.2.1 to use the Korean Project Fund solely to cover demonstrable necessary costs directly related to the fulfilment of the targets and parameters of the project part under solution, in keeping with the conditions set out in generally binding legal regulations,
- 7.2.2 to keep separate accounting records on drawing and spending the Korean Project Fund for project solution such that these funds and their use are recorded separately from the other possessions of any other Project Participant. These records need to be maintained for ten years following the provision of the Korean Project Fund for the solution of a part of the project. While maintaining these records, GMD and Hallym are obliged to observe binding legal regulations, current accounting usage, and the respective binding conditions contained in the principles, directives or other regulations published by the Ministry of Trade, Industry and Energy or some other binding manner,

- 7.2.3 to check regularly the other researcher and other persons in the matter of drawing, spending and recording the Korean Project Fund provided to Hallym by GMD in connection with the solution of a part of the Korean Project,
- 7.2.4 to reach the set targets and parameters of a part of the Korean Project,
- 7.2.5 to observe, within the framework of total costs incurred in the solution of a part of the Korean Project, the set ratio of costs covered from the Korean Project Fund provided by KIAT to the other stipulated forms of funding a part of the Korean Project,
- 7.2.6 to submit by Dec. 31 of each calendar year during the term of this Agreement, a written annual report on the implementation of a part of the Korean Project in the course of the given year. The report must include detailed accounts of the management of the Korean Project Fund provided by KIAT. At the same time Hallym is obliged to return to GMD by Jan 1 of the following calendar year, any portion of the Korean Project Fund that had not been drawn by the end of the calendar year; provided, that GMD shall be advised in advance of the amount of the Korean Project Fund to be returned, and GMD is then obliged to return such funds to KIAT by Jan. 15,
- 7.2.7 in the case that an obligation arises to return the Korean Project Fund for any other reasons than those based on financial settlement, Hallym is obliged to immediately ask in writing GMD for information as regards the conditions and manner of settling these funds,
- 7.2.8 to enable KIAT and GMD or persons entitled to them to make a complex check of both the results of project solution and accounting records and the use of the Korean Project Fund that is provided by KIAT for the solution of a part of the project, at any time in the course of the project solution or within 10 years from the termination of the funding by KIAT of of the Korean Project. This arrangement does not bear on or limit the rights of auditing and financial bodies of the Korean Administration,
- 7.2.9 to contractually ensure, from holders of intellectual property rights arising in connection with the implementation of a part of the project, the possibility to freely exercising these rights,
- 7.2.10 to inform GMD of Hallym's possible incapacity to fulfill properly and in time its duties under this Agreement, and of all significant changes in its property rights status such as company formation, merger or split, change in legal form, reduction of stated capital, entering into liquidation, commencement of insolvency proceedings, termination of the respective activity authorization, etc., immediately after these changes have become legally valid,
- 7.2.11 to return to GMD all Korean Project Fund, either drawn or unused, inclusive of the property benefits obtained by using the funds, within 30 days from the day when they inform or should have informed GMD, in accordance with the preceding paragraph, that there are facts on the basis of which they will no longer be able to continue fulfilling its duties under this Agreement,
- 7.2.12 If Hallym does not draw or spend in the respective calendar year all Korean Project Fund apportioned for the respective calendar year, Hallym will be entitled to carry forward a part of unused Korean Project Fund, up to 5% of the total unused Korean Project Fund apportioned for the respective calendar year, into the Korean Project Fund reserve and use these funds in the following year.



The arrangement specified in the preceding sentence cannot be applied in the last year of the term of this Agreement.

#### **Article 8.**

##### **Tangible property rights**

- 8.1 The owner of tangible property necessary for project solution and acquired by using the proceeds of the Czech Project Fund or the Korean Project Fund is the Party which has acquired the said property by using its portion of such funds or created it during project solution. If this property has been acquired or created jointly by two or more of the Parties, their share in this property is equal unless they agree otherwise.
- 8.2 The property obtained by any Project Participant by meeting the project targets and acquired by using its portion of the funds provided it cannot be disposed of or transferred by any other Project Participant vis-à-vis or to any third party without prior written consent of such Project Participant, until all the commitments resulting for the other project participant from the Agreement have fully been settled.
- 8.3 The Parties undertake to make mutually accessible the facilities necessary for the project solution.

#### **Article 9.**

##### **Intellectual property protection. Rights to results and exploitation of results.**

- 9.1 Each Party expressly agrees that all the information relating to the solution of the project, inclusive of the project proposal, imparted knowledge, results of the solution of the project or its parts are considered confidential, possibly their trade secret, and undertakes not to pass on information obtained from any other Party (the "Disclosing Party") without a prior written consent of the Disclosing Party to any third party and make such third party subject to the same confidentiality obligations. This does not apply to rightfully published information or information that must be submitted to TACR, KIAT other relevant governmental authorities, auditing bodies in connection with the funds provided by TACR or KIAT, and to the Register of result-related information.

##### **9.2 Knowledge imparted to the Project**

- 9.2.1 The Parties enter the project equipped with the following skills, know-how, and other intellectual property rights that are necessary for project implementation (imparted knowledge):

###### **(i) Flowmon:**

Flowmon Platform – network traffic monitoring & analysis appliance/virtual appliance

Flowmon Exporter – specialized software able to generate flow records (NetFlow/IPFIX) from IP packet flow

Flowmon Monitoring Center – specialized software able to collect, visualize and report on network traffic in the form of NetFlow/IPFIX data

Flowmon ADS – specialized software able to analyze flow data (NetFlow/IPFIX) and generate events corresponding to various security and operational issues

Flowmon Traffic Recorder – specialized software designed to provide full packet capture (PCAPs) on high-speed networks

(ii) BUT:

NetFox Detective – a network forensic tool

Netfox Framework – a toolset for analysis of captured traffic with additional libraries on processing SSL/TLS traffic, HTTP, RTP, etc.

System for identity management and accounting in IPv6 networks

RT-SCADA-QNX MSC03 – a system for monitoring and control of industrial processes

A tool for processing security incidents in private networks using NetFlow data

(iii) HancomGMD:

Hancom GMD Collection of Digital Forensic Investigation Software and hardware tools

MD-RED, MD-NEXT, MD-TOOL – forensic software for the recovery, analysis and reporting of extracted data from mobile devices

MD-READER – Digital Forensic Hardware for data acquisition from chip-off flash memory

MD-HWP – Digital Forensic software for the analysis of HWP files

MD-VIDEO – Digital forensic software for video analysis

MD-BOX – Digital Forensic hardware for data acquisition from a mobile device mainboard

Mobile device forensic laboratory providing service for all aspects of embedded device investigation and research

(iv) Hallym:

Rapid Evidence Acquisition Project for Event Reconstruction (REAPER) – automated forensic acquisition, processing and analysis tools for investigators

A system for the automated acquisition and analysis of Random Access Memory of Macintosh computers over Firewire

An IoT smart-home test lab including standard controllers and protocols

Deployed honeypot infrastructure focusing on attacks against IoT

9.2.2 Imparted knowledge remains the sole and exclusive property of the Party that has imparted into the project (the “Knowledge-Imparting Party”).

9.2.3 During the term of this Agreement, any other Party is entitled to use the knowledge imparted by the Knowledge-Imparting Party only to the extent necessary for working on the Project free of charge.

9.2.4 The Parties are entitled to a non-exclusive license to use the imparted knowledge which is the property of any other Party if it is indispensable for the use or exploitation of their own project results because without such imparted knowledge, the application of the results would be technically or legally impossible. The license must be applied for within two years from project termination.

9.2.5 The Parties are not entitled to use the imparted knowledge of any other Party for a different purpose or in a different way not specified in this Agreement unless they agree otherwise via a separate agreement.



### 9.3 Rights to the results

- 9.3.1 Results, including information, materials, knowledge, and intellectual property rights resulting from the Project is owned by the Project Participant who achieved it. When it is generated jointly by two or more Parties (i.e. where the separate parts of some result cannot be attributed to different participants), it will be jointly owned by such Parties, unless the Project Participants concerned agree on a different solution.
- 9.3.2 Final project results in the form of software products are exclusively owned by their creators, that is, Flowmon IoT Monitoring and Diagnostic Toolset will be owned by Flowmon and HancomGMD IoT Forensics Toolset will be owned by GMD. Each Project Participant can use results which it owns directly or indirectly. Direct utilization is done through further research or commercial or industrial exploitation in its own activities while indirect utilization is done through licensing or transfer of ownership to other parties. The owner is free to choose an appropriate license to the owned results.
- 9.3.3 All Project Participants can access and use other Project Participants' partial results and information generated in the project to achieve project aims. This does not apply to final results. This access right does not give the right to sublicense.
- 9.3.4 Each Project Participant can disseminate its results and knowledge generated during the project activities. Prior to information publication, the other Project Participants shall be notified about the dissemination plan at least 60 days before this happens. The other Project Participants may object to dissemination of the results if the dissemination i) discloses valuable background held as a trade secret, or ii) conflicts with the Intellectual property protection policy, e.g., patent application.

### 9.4 Intellectual property protection

- 9.4.1 The owner of results is obliged, at their own expense and liability, to propose and implement a suitable form of protecting the intellectual property embodied in the results obtained. The actions necessary to protect or ensure intellectual property include, in particular, filing national and/or international applications for patenting the technical solution as an invention, utility model and industrial model or, possibly, the secrecy of confidential information about results.
- 9.4.2 If certain Parties are joint owners of the result, they will jointly file the application in order to become co-owners (co-proprietors) of the respective protection institution. For the relationship between certain Parties as co-owners (co-proprietors) of the respective subject of industrial property rights, the provisions of generally binding legal regulations are used that govern proportionate co-ownership; the costs connected with obtaining and maintaining the protection are shared and split by such Parties in proportion to their respective co-ownership shares. To transfer the subject of industrial property rights, in particular, to transfer a patent or utility model, to offer a license or to conclude a license contract with a third party, such Parties must give their consent in writing. Each Party is entitled to separately lay claims based on demonstrable infringement of rights to industrial property subject (subjects).
- 9.5 The provisions of the preceding paragraphs do not prevent the rights to own and use the project results to be adjusted in individual cases by the Parties to the Agreement differently if mutually agreed.



**Article 10.  
Sanctions**

**10.1**

**Sanctions in the Czech Republic (TACR)**

**10.1.1** For the case that BUT uses the earmarked funds in contradiction to or differently from the purpose for which these funds were provided by the recipient or makes some other unauthorized use of them or holds them back, the Parties to the Agreement stipulate that such an action will, for the purposes of the Agreement, be considered a breach of budget discipline according to the provisions of par. 44 et seq. of Act No 218/2000Sb on budget rules and changes in some related Acts, as amended, and will entail consequences analogous to those given in this Act.

**10.2**

**Sanctions in South Korea (KIAT)**

**10.2.1** GMD and Hallym are required to follow guidelines and penalties defined in the *Technology Transfer and Commercialization Promotion Act* and related acts. Inappropriate use of funds, as outlined in such acts, will entail consequences analogous to those given in this Act.

**Article 11.**

**General and final provisions**

- 11.1** If the rules (conditions) of cooperation as defined in the Agreement are broken by a Party to the Agreement, the Party which committed the breach is obliged to indemnify the other Parties for provable damage.
- 11.2** The Parties to the Agreement stipulate that they will comply with the agreement on providing a subsidy for project solution, concluded by the provider and the recipient, with the other participant being obliged, as well as being obliged to offer the recipient all the required cooperation in order to perform these duties.
- 11.3** Principles for Flowmon an BUT that are not provided for by this Agreement are governed by Act No 89/2012 Sb, the Civil Code, as amended, and legal regulations related to the Civil Code for the purposes of this Agreement, in particular Act No 130/2002 Sb. on the support for research, experimental development and innovations from public funds and on changes in some related Acts (Support for R&D Act), as amended. Principles for GMD and Hallym that are not provided for by this Agreement are governed by and construed in all respect in accordance with the laws of the Republic of Korea.
- 11.4** Changes in and amendments to this Agreement can only be made in writing by all Parties; any other form of changes in the Agreement is excluded.
- 11.5** The Agreement is executed in ten (10) counterparts, each having the legal force of an original, with each of the Parties to the Agreement receiving two (2) counterparts. Two counterparts form an appendix to the agreement on providing support, concluded by the provider and the Recipient.
- 11.6** Through the signatures affixed by their authorized representatives the Parties explicitly confirm that they are fully acquainted with and aware of the whole content of this

Agreement and that, if there are any duties or rights ensuing for them from this Agreement, they accept them without reservation and in this sense affix their signatures to this Agreement.

on behalf of BUT



Flowmon Networks s.r.o.  
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Czech Republic

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DIČ: CZ27730450  
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info@flowmon.com

In 2016, on 1st Dec

In 2016, on Dec. 1

on behalf of GMD

on behalf of Hallym