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1.7 **Support and Maintenance.** Assistance, maintenance, and updates for the Software are not included in this Agreement, except as expressly provided herein, and may be governed by a separate agreement between the parties.

1.8 **Licensing Mechanisms.** Three (3) licensing mechanisms are available:

1.8.1 **"Cloud License Manager".** Each instance of the Lightstreamer Server periodically connects to a cloud-based license manager operated by Licensor (the “Cloud License Manager” or “**CLM**”), which may authorize or deny, at any time, the execution of the Lightstreamer Server process. Each Lightstreamer Server instance provides to CLM the information required to identify the applicable License, the Audit Log (where required by the License type), the number of CPU cores, and the peak number of Lightstreamer Sessions (for statistical purposes). Licensee shall

ensure that the HTTPS endpoints of CLM, as specified by Licensor, are reachable by the Lightstreamer Server instances via the public Internet. Each Lightstreamer Server instance must be able to connect to CLM at startup to obtain authorization and must thereafter connect at least once every forty-five (45) minutes to continue operating; otherwise, the Lightstreamer Server process will be automatically terminated. Licensee shall keep the assigned contract ID and password confidential and shall not disclose them to any person except those who need them for the operation of the Software.

1.8.2 **"License File"**. For each License, Licensor provides Licensee with a license file to be installed on the Lightstreamer Server (the "License File"). Each License File binds the License to the machine on which the Lightstreamer Server is installed by including the MAC address of one of that machine's network interfaces.

1.8.3 **"No License Validation"**. The Lightstreamer Server performs no license validation and may be executed without connecting to CLM and without a License File.

1.9 **"Audit Log"**. For certain License types (as specified in Section 1.11), during the License validity period, Licensee shall periodically provide Licensor with the audit log files for each installed instance of the Lightstreamer Server. Such audit log files record, for each ten (10)-minute interval of server operation, the average number of concurrently active Lightstreamer Sessions, where a **"Lightstreamer Session"** means a logical communication channel established between the Lightstreamer Server and a single instance of a client application to exchange real-time traffic (including data delivery and related control messages). Licensee shall deliver the audit log files to Licensor using the methods made available by Licensor, including the automatic upload mechanisms described in Sections 1.8.1 and 1.13, and shall continue to do so until Licensee notifies Licensor in writing that the relevant instance has been permanently decommissioned. Licensee shall ensure that the clocks of the machines hosting the Lightstreamer Server are synchronized within a maximum deviation of sixty (60) seconds, while respecting the local time zone of each machine. Licensee shall ensure that the audit log files for each Lightstreamer Server instance are regularly collected, retained, and not altered.

1.10 **License Duration**. A License may have one of the following durations:

1.10.1 **"Perpetual"**. A Perpetual License has no expiration and may be used indefinitely, unless the Agreement is terminated pursuant to Article 6.

1.10.2 **"Time Limited"**. A Time Limited License expires at the end of the period for which it was purchased. Upon expiration, the Software will automatically cease to operate. Any attempt to use a Time Limited License after its expiration is expressly prohibited.

1.11 **License Types**. Licenses may be selected from the following types:

1.11.1 **"Free Licenses"**:

(i) **Lightstreamer Community Edition License**. This License may be used in production. Only one (1) instance of the Lightstreamer Server may be used per application. Accordingly, clustering, load balancing, failover, and hot standby are expressly prohibited. For any service or product that uses Lightstreamer, the integrator shall clearly and prominently state that all copyrights related to Lightstreamer are the sole and exclusive property of Lightstreamer S.r.l. One (1) License is required for each Lightstreamer Server process instance. The Lightstreamer Community Edition License has the following characteristics:

- Allowed maximum number of different client libraries: one (1)
- License Duration: Perpetual.
- Licensing Mechanism: No License Validation.
- Audit Log: Not required.

(ii) **Lightstreamer Demo License**. This License may be used solely to evaluate Lightstreamer, develop and test applications, and demonstrate a prototype of Licensee's application. Any other use requires the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Demo License. One (1) License is required for each Lightstreamer Server process instance. The Lightstreamer Demo License has the following limitations and characteristics:

- Allowed maximum number of concurrent Lightstreamer Sessions: twenty (20).
- Allowed maximum number of concurrent Lightstreamer MPN Devices: twenty (20).
- License Duration: Perpetual.

- Licensing Mechanism: No License Validation.
- Audit Log: Not required.

(iii) Lightstreamer Evaluation License. This License may be used solely to evaluate Lightstreamer, without the Session limitation applicable to the Lightstreamer Demo License, and for no other purpose. Any other use requires the appropriate production entitlements. One (1) Evaluation License permits installation of the Lightstreamer Server on a reasonable number of machines, in any location. The Lightstreamer Evaluation License has the following characteristics:

- License Duration: Time Limited.
- Licensing Mechanism: Cloud License Manager.
- Audit Log: Required.

(iv) Lightstreamer Non-Production Limited License. This License may be installed and used only to support Licensee's use of a Production License. It provides the same features and duration as the corresponding Production License, but may be deployed solely as part of Licensee's internal development and test environments for internal non-production activities, including (without limitation) testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance, and software development using published application programming interfaces. Any other use requires the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Non-Production Limited License. One (1) License is required for each Lightstreamer Server process instance. The Lightstreamer Non-Production Limited License has the following limitations and characteristics:

- Each execution of the Lightstreamer Server process is limited to three and a half (3.5) hours. Upon reaching such limit, the process terminates and must be restarted.
- License Duration: Perpetual or Time Limited.
- Licensing Mechanism: Cloud License Manager or License File.
- Audit Log: Not required.

1.11.2 "Paid Licenses":

(v) Lightstreamer Production Per Client License. The Lightstreamer Production Per Client License can be used in production. One license allows the installation of Lightstreamer Server on an arbitrary number of machines located anywhere, within reason. The Lightstreamer Production Per Client License defines the contracted level of concurrent Lightstreamer Sessions that may be active at any time across the installed Lightstreamer Servers ("Allowed Sessions"). For each ten (10)-minute interval, the average number of concurrently active Lightstreamer Sessions is calculated for each Lightstreamer Server instance, and those averages are then summed across all instances to produce a single time series. Every six (6) months, starting from the commencement of the Agreement term, the ninety-ninth (99th) percentile is computed from the time series covering the immediately preceding six (6) months. The resulting value is deemed the maximum number of concurrently utilized Lightstreamer Sessions for that period ("Utilized Sessions"). If Utilized Sessions exceeds Allowed Sessions, Licensor will invoice Licensee for the applicable price difference between Utilized Sessions and Allowed Sessions, calculated using the rates set forth in the applicable Offer Letter or Purchase Order. Unless otherwise agreed between the parties in writing, the invoiced difference will be addressed through a Time Limited license with a six (6)-month duration. The Lightstreamer Production Per Client License has the following characteristics:

- License Duration: Perpetual or Time Limited.
- Licensing Mechanism: Cloud License Manager or License File.
- Audit Log: Required at least every six (6) months, starting from the Effective Date of this Agreement, and in any event no later than fifteen (15) days after the end of each six (6)-month period.

(vi) Lightstreamer Production Per Server License. This License may be used in production. One (1) License is required for each Lightstreamer Server process instance. The Lightstreamer Production Per Server License has the following characteristics:

- License Duration: Perpetual or Time Limited.
- Licensing Mechanism: Cloud License Manager or License File.
- Audit Log: Not required.

(vii) Lightstreamer Production Per Client-Hour License. This License may be used in production. One (1)

License permits installation of the Lightstreamer Server on a reasonable number of machines, in any location. For each hour of server operation, the average number of concurrently active Lightstreamer Sessions is calculated. The hourly averages are then summed across all Lightstreamer Server instances and across all hours within a calendar month to determine the total number of **Client-Hours** consumed in that month. At the end of each month, Licenser will invoice Licensee for the Client-Hours consumed, applying the Client-Hour rates set forth in the applicable Offer Letter or Purchase Order. The Lightstreamer Production Per Client-Hour License has the following characteristics:

- License Duration: Time Limited.
- Licensing Mechanism: Cloud License Manager.
- Audit Log: Required(automatically transmitted to the Cloud License Manager).

(viii) Lightstreamer Production Per Core-Hour License. This License may be used in production. One (1) License permits installation of the Lightstreamer Server on a reasonable number of machines, in any location. For each hour of server operation, the total number of CPU cores visible to the Lightstreamer Server process, as returned by the Java call `Runtime.getRuntime().availableProcessors()`, is determined. The hourly core counts are then summed across all Lightstreamer Server instances and across all hours within a calendar month to determine the total number of **Core-Hours** consumed in that month. At the end of each month, Licenser will invoice Licensee for the Core-Hours consumed, applying the Core-Hour rate set forth in the applicable Offer Letter or Purchase Order. The Lightstreamer Production Per Core-Hour License has the following characteristics:

- License Duration: Time Limited.
- Licensing Mechanism: Cloud License Manager.
- Audit Log: Not required.

(ix) Lightstreamer Hot Standby Per Server License. This License may be used solely to deploy a mirror standby server in conjunction with a valid Lightstreamer Production Per Server License. It may be used only for disaster recovery purposes and not for balancing client connections or serving as additional production capacity. The Lightstreamer Hot Standby Per Server License has the same features and duration as the corresponding Lightstreamer Production Per Server License. It has the following characteristics:

- License Duration: Perpetual or Time Limited.
- Licensing Mechanism: Cloud License Manager or License File.
- Audit Log: Not required.

(x) Lightstreamer Hot Standby Per Core-Hour License. This License may be used solely to deploy a mirror standby server in conjunction with a valid Lightstreamer Production Per Core-Hour License. It may be used only for disaster recovery purposes and not for balancing client connections or serving as additional production capacity. The Lightstreamer Hot Standby Per Core-Hour License has the same features and duration as the corresponding Lightstreamer Production Per Core-Hour License. One (1) License permits installation of the Lightstreamer Server on a reasonable number of machines, in any location. For each hour of server operation, the total number of CPU cores visible to the Lightstreamer Server process, as returned by the Java call `Runtime.getRuntime().availableProcessors()`, is determined. The hourly core counts are then summed across all Lightstreamer Server instances and across all hours within a calendar month to determine the total number of **Core-Hours** consumed in that month. At the end of each month, Licenser will invoice Licensee for the Core-Hours consumed, applying the Core-Hour rate set forth in the applicable Offer Letter or Purchase Order. The Lightstreamer Hot Standby Per Core-Hour License has the following characteristics:

- License Duration: Time Limited.
- Licensing Mechanism: Cloud License Manager.
- Audit Log: Not required.

(xi) Lightstreamer Non-Production Full License. This License may be deployed solely as part of Licensee's internal development and test environments for internal non-production activities, including (without limitation) testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance, and software development using published application programming interfaces. Any other use requires the appropriate production entitlements. Licenser may audit Licensee's use of the Lightstreamer Non-Production Full License. One (1) License is required for each Lightstreamer Server process instance. The Lightstreamer Non-Production Full License has the

following characteristics:

- License Duration: Perpetual or Time Limited.
- Licensing Mechanism: Cloud License Manager or License File.
- Audit Log: Not required.

(xii) Lightstreamer Startup License. Licensor may, at its sole discretion, grant a Lightstreamer Startup License to selected startup companies. One (1) License permits installation of the Lightstreamer Server on a reasonable number of machines, in any location. Upon Licensor's request, Licensee shall reasonably cooperate in the preparation, writing, and publication of one or more success stories and/or technical articles and/or blog posts describing Licensee's use of Lightstreamer. Licensee shall also use reasonable efforts to notify Licensor in advance of product development announcements (for example, the launch of new services) and of material company growth or funding news, to allow Licensor to publicize the success of the parties' cooperation. Licensor shall not publish any non-public information provided by Licensee without Licensee's prior authorization. The Lightstreamer Startup License has the following characteristics:

- License Duration: Time Limited.
- Licensing Mechanism: Cloud License Manager.
- Audit Log: Required.

1.12 Software Update Checks. The Lightstreamer Server may periodically connect to Licensor's servers via the Internet to check for the availability of software updates. When such connection occurs, Licensee is notified through the Lightstreamer Server log file. Licensee may disable this mechanism.

1.13 Automatic Audit Log Upload. Where required by the applicable License Type, the Lightstreamer Server may periodically connect to Licensor's servers via the Internet to upload the Audit Log files referenced in Section 1.9. Licensee may disable this mechanism. If Licensee relies on this mechanism to deliver Audit Log files to Licensor, Licensee shall ensure that the automatic upload is properly configured and operating correctly.

1.14 Invoicing and Temporary Licenses. Upon receipt of the executed Offer Letter and/or Purchase Order, Licensor shall issue an invoice for the agreed amount corresponding to the Licenses set forth in the applicable Offer Letter or Purchase Order. Licensor may, at its discretion, provide temporary licenses (the "**Temporary License**") until the invoice has been paid in full by Licensee (or by a Reseller, where the sale is made through a channel partner). Following full settlement of the invoice, Licensor shall provide the applicable Perpetual or Time Limited License, as set forth in the Offer Letter or Purchase Order. The Temporary License shall remain valid until payment is completed and, in any event, no longer than thirty (30) days after the invoice due date. If the invoice is not paid in full by such date, the Temporary License shall expire and Licensor may suspend any related service and/or any Temporary License until payment has been fully regularized. In such circumstances, Licensee shall have no claim against Licensor arising from the suspension, expiration, or termination of the Temporary License.

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Licensee shall promptly notify Licensor of any such claim or action (provided that any delay shall only reduce Licensor's obligations hereunder in the event and to the extent that such delay actually prejudices Licensor). Licensee shall reasonably cooperate with Licensor in the defense of such claim or action at Licensor's expense.

Licensor shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise. Notwithstanding the foregoing, in the event that Licensor shall fail to appoint an attorney within ten (10) calendar days after Licensee has notified Licensor of any such claim, Licensee shall have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof shall be paid by Licensor.

If the Software becomes or in Licensor's reasonable opinion is likely to become the subject of any such claim or action, then Licensor shall either:

- (a) procure for Licensee the right to continue using the Software as contemplated hereunder;
- (b) modify the Software to render same non-infringing (provided such modification does not adversely affect Licensee's use as reasonably determined by Licensee); or
- (c) replace the same with an equally suitable, functionally equivalent, compatible non-infringing Software Program.

Notwithstanding and in addition to the foregoing, Licensee may at its option and expense select and be represented by separate counsel.

4.2.6 Licensor shall have no liability to Licensee in respect of any breach of Licensee's obligations under this Agreement.

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4.2.11 To the fullest extent provided by law, all the provisions contained in Art. 4, and especially Sections 4.2.4, 4.2.7 and 4.2.8, shall fully apply to Temporary License.

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4.3.2 Licensee shall immediately inform Licensor of any claim or action made against Licensee by a third party that the normal and correct operation possession or use of the Software or Documentation by Licensee infringes the patent, copyright, registered design or trademark rights of any third party.

4.3.3 Licensee shall cooperate in and collaborate with Licensor in the defense of any claim or action made against Licensee, Licensor, or about Software or Documentation.

4.3.4 In any case, Licensor will neither indemnify nor hold harmless Licensee on demand against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action about infringement of patent, copyright, registered design or trademark rights of any third party.

4.3.5 Licensor shall have no liability to Licensee in respect of any breach of Licensee's obligations under this Agreement.

4.3.6 Licensee assumes every risk and responsibility with respect to the choice, installation, and use of the Software and Documentation and their results.

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5.2 Save as set out above, including Licensor's indemnifications obligation, Licensee recognizes and accepts that Licensor is not in any way responsible for any use of the Software and/or the Documentation by Licensee and/or for the consequences of such use, including but not limited to, if such use results in obtaining materials that violate the rights of third parties, is imprecise, obscene, indecent, threatening, offensive, defamatory, illicit, illegal or otherwise.

5.3 Licensee recognizes and accepts that Licensor is not responsible for possible malfunctions provoked by the Software or resulting from possible incompatibility between the Software and/or Documentation and hardware and for other possible delays or problems of functionality.

5.4 Where the applicable law does not allow for the applicability of the exclusions and limitations of responsibility contained in the present Art. 4 and Art. 5, in no event (other than for its indemnification obligations in Art. 4) the limit of responsibility and compensation of either party hereto (except in connection with Sections 4.2.1 and 4.2.4 above) in any way, for any and all damage, loss and for any other cause, shall not exceed, in total, the amount paid as Software license fees.

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6. Termination of the Agreement.

6.1 In the event of breach by Licensee of any of the undertakings or obligations set forth in this Agreement, Licensee has thirty (30) calendar days following notification in writing by Licensor to arrange an acceptable remedy and notify Licensor. If Licensee fails to do so, Licensor will have the right to immediately terminate the present Agreement; upon the simple declaration given in writing to Licensee to avail himself of this article. However, the right of Licensor to take action necessary to obtain compensation for the damages possibly suffered shall remain.

6.2 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. In any case, the possible termination of the Agreement will not result in the obligation of restitution of any amounts already paid and

will not produce effects regarding the services already performed, nor will it eliminate the right of Licensor to receive other possible payments still due.

6.3 At the termination of the Agreement (in the event that this Agreement terminates as set forth herein) or at the end of the contract term, or at the expiration of a Time-Limited License, Licensee shall cease any and all use of the Software and Documentation and destroy the Software and Documentation, except as provided by law.

7. Source Code Escrow

7.1 Escrow Agreement. Only if previously agreed by the parties, concurrent with the execution of this Agreement, the parties will execute a third-party escrow Agreement in a form on which they shall agree (the "**Escrow Agreement**"), in conjunction with an escrow agent that they shall both approve (the "**Escrow Agent**").

7.2 Deposit. Upon execution of the Escrow Agreement, Licensor will deposit with the Escrow Agent, pursuant to the procedures of the Escrow Agreement, the source code for the Software and Documentation, and the list of tools needed to create the binary version. Licensor will deposit any updated source code and Documentation with the Escrow Agent ("**Deposit Material**" refers to material required to be deposited pursuant to this Section 7.1).

7.3 License and Use. Contingent upon the accrual of Release Conditions, Licensor hereby grants Licensee a license to use, reproduce, and create derivative works from the Deposit Material, Licensee may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Licensor pursuant to Section 7.1 hereof. Licensee may not exceed the number of production licenses, neither use different license typology, neither different features than the number of production licenses, typology, and features owned.

7.4 Release Conditions. The Escrow Agent shall release the Deposit Material to Licensee solely under any of the following conditions (each a "**Release Condition**"): (i) appointment, or consent to a receiver, trustee or another custodian for Licensor or substantially all of its assets, or application for same if such application is not lifted within 14 days; (ii) Licensor makes an assignment for the benefit of creditors; (iii) Licensor is liquidated or dissolved, or any proceedings are commenced with regard to Licensor under any bankruptcy, insolvency, or debtor's relief law which are not lifted within 14 days from commencement; (iv) any failure by Licensor to function as a going concern.

7.5 Costs. All costs of the escrow, including, for the avoidance of doubt, the fees of the Escrow Agent, shall be borne and paid directly by Licensee.

7.6 Duration. The Escrow Agreement will commence on the date of the deposit to the Escrow Agent and will automatically terminate when all acquired Time-Limited licenses expire and all acquired Perpetual licenses are no more covered by maintenance service.

7.7 As set out above, this article and all the provisions contained therein will only apply in case Licensee had chosen the "Source Code Escrow" option. In this case, all the conditions between the parties will be regulated separately in the Escrow Agreement which, therefore - in case of contrast between the following and the Escrow Agreement – will prevail.

8. Applicable Law and Competent Forum.

8.1 THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF ENGLAND WITHOUT REGARD FOR ITS CONFLICT OF LAW PROVISIONS.

8.2 Without prejudice to section 8.3 below, all disputes arising out of or in connection with the Agreement shall be finally settled in arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC), by 3 (Three) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Milan (Italy). The language of the arbitration shall be English. Any Party shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the International Chamber of Commerce (ICC) in accordance with its Rules for a Pre-Arbitral Referee Procedure.

8.3 Alternatively, Licensor shall be entitled, at its exclusive choice, to submit any dispute arising out of or in

connection with the Agreement to the Court of Milan (Italy).

9. Miscellaneous.

9.1 The possible nullity of one or more of the clauses of this Agreement will not invalidate the other clauses in the Agreement. The possible nullity of one or more of the clauses of the Agreement will not result in the invalidity of the Agreement as a whole. In any case, the contracting parties undertake, in good faith, to use their reasonable efforts in order to remedy the nullity of the single clauses and to substitute the invalid parts with valid ones of equivalent or similar content.

9.2 This Agreement substitutes any and all past negotiations, obligations, and agreements such that all of the conduct of obligations assumed by the parties will be regulated by the present Agreement.

9.3 Any modification or integration of the contents of this Agreement must be agreed upon in writing and signed by the legal representatives of the parties.

9.4 With regard to the personal data of each party that may be processed during the performance of this Agreement, the other party undertakes to process said data in full compliance with the provisions of Regulation EU 2016/ 679 (“GDPR”) on the processing of personal data as well as exclusively for the purposes connected to the performance of this Agreement.

9.5 Licensor reserves the right to access and/or make known information regarding Licensee, including the contents of communications, in order to comply with the law or respond to a lawsuit; enforce the fulfillment of the present contract by Licensee (including protecting its rights in the Software, Documentation or anything else deriving from and/or related to the present contract).

9.6 All communications, statement and/or other announcements made on the base or as foreseen by the Agreement shall be sent to Licensor at:

Lightstreamer S.r.l.
Via Panfilo Castaldi, 11
20124 Milan
Italy

Tel. +39 02 8128 4003
E-mail: contracts@lightstreamer.com

Any changes to the addresses or numbers above will be reported on the www.lightstreamer.com site.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

LICENSOR

Lightstreamer Srl

Via Panfilo Castaldi, 11
20124 Milan, Italy

Authorized Signature: _____

Name: Alessandro Alinone

Title: CEO

Signature Date: _____

LICENSEE

Company Name: _____

Address: _____

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____