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6.1 In the event of breach by the Licensee of any of the undertakings or obligations assumed under the present contract, the Licensee has thirty (30)

calendar days following notification in writing by Licensor to arrange an acceptable remedy and notify the Licensor. If the Licensee fails to do so, the Licensor will have the right to immediately terminate the present contract; upon the simple declaration given in writing to the Licensee to avail himself of this article. However, the right of the Licensor to take action necessary to obtain compensation for the damages possibly suffered shall remain.

6.2 Any termination of this contract 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 contract 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 the Licensor to receive other possible payments still due. In the event that the termination occurs in the warranty period, the licensee fee will be proportional with the duration of the contract.

6.3 At the moment of termination of the contract or at the end of the contract term, the Licensee shall cease any and all use of the Software and Documentation and destroy the Software and Documentation, except as provided by law.

7. Applicable Law and Competent Forum.

7.1 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.

7.2 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.

The Arbitration Section shall not prevent either Party from having recourse to the Court of Bruxelles according to art.7.3.

7.3 Alternatively, EACH OF THE PARTIES HERETO HEREBY CONSENTS AND AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURT OF BRUXELLES IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Miscellaneous

8.1 The possible nullity of one or more of the clauses of the present contract will not invalidate the other clauses. The possible nullity of one or more of the clauses of the present contract will not result in the invalidity of the contract as a whole. In any case, the contracting parties undertake, in good faith, to use their best 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.

8.2 The present contract substitutes any and all past negotiations, obligations and agreements such that all of the conduct of an obligations assumed by the parties will be regulated by the present contract.

8.3 Any modification or integration of the contents of the present contract must be agreed upon in writing and signed by the legal representatives of the parties.

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

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

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Via Campanini, 6
20124 Milan
Italy

Tel. +1 718 618 44 93
Fax. +39 02 3631 1392
E-mail: info@lightstreamer.com

Any changes to the addresses or numbers above will be reported in the "Contact Us" section of the www.lightstreamer.com site.

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Place _____

Date _____

Signer's Name _____

Position _____

Signature _____

LICENSEE

Name _____

Place _____

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