



LIGHTSTREAMER SOFTWARE LICENSE AGREEMENT ENTERPRISE EDITION

Please read carefully all of the articles of the following "Lightstreamer" software use license before downloading and installing the software. Downloading and installing the software, either directly or through a third party, manifests your acceptance of all of the terms and conditions of this use license. If you do not intend to accept the contents of this contract, you should not download or install the software. Instead, you should return it to Lightstreamer S.r.l. or destroy it.

Notwithstanding the fact that the present contract will be considered accepted and binding as described above, we encourage you to print and sign two copies of the present contract and to send one of the copies to the address indicated below.

1. Use License.

1.1 Lightstreamer S.r.l. (hereafter referred to as "**Licensor**"), following acceptance by you of all of the terms and conditions of the present agreement and once payment of the contractually agreed amount is received by Licensor, grants you (hereafter referred to as "**Licensee**") this software use license permitting Licensee: on a non exclusive perpetual or time-limited basis to use the Software and the Documentation described in Art. 1.2, Art.1.3 and Art. 1.6 below.

1.2 Software means the 'Lightstreamer' programs and related upgrades, fixes, and patches, configured to run in 'Enterprise' edition mode (hereafter referred to as "Lightstreamer" or "**Software**"), which are the exclusive property of Licensor. The use of the Software is restricted to the product editions and features defined in the accepted Offer Letter and/or in the Purchase Order.

1.3 Documentation means all of the documentation related to the Software, including the use manuals, explanatory notes, and materials useful for the installation and functionality supplied by Licensor to Licensee, in any format, paper or electronic, at the moment of the consummation of the contract (hereafter referred to as "**Documentation**").

1.4 This license is non-exclusive and not transferable in any way, including in the form of a sublicense, subject to assignment on change of control.

1.5 Assistance, maintenance, and updating relating to Lightstreamer, aside from that for provided hereunder, are not a part of the present agreement, as they may be provided for in a further contract that may be entered into by the parties.

1.6 Lightstreamer and the Documentation can be used only and exclusively on the number of computers, numbers of users, features and time limitation that will be agreed upon by the parties as set forth in the Offer Letter or the Purchase Order and for which will be paid the corresponding sum, according to the obligation and limitations contractually determined. Licensee is entitled to redistribute Lightstreamer Client Libraries both as part of Licensee's applications and as standalone libraries.

1.6.1 There are two licensing mechanisms available:

(a) Cloud License Manager. Each instance of Lightstreamer Server periodically connects to a cloud-based license manager operated by Licensor, which can authorize or deny at any time the execution of the Lightstreamer Server process. Lightstreamer Server sends Cloud License Manager the information needed to identify the License, the Audit Log (only if required by the license type), and the number of CPU cores as well as the peak number of user sessions (for statistical purpose). Licensee must ensure that the HTTPS endpoints specified by Licensor are reachable through the public Internet by the Lightstreamer Server instances. Licensee is responsible to hold in confidence the assigned contract-id and password and not to disclose them to any person other than directly concerned with purposes of the software operations.

(b) License File. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each License. Each License File contains the MAC address of one of the network cards of the machine on which Lightstreamer Server is installed.

1.6.2 **Audit Log.** For some license types (as specified hereunder), during the License validity period, Licensee must provide Licensor, at least every 6 (six) months starting from the effective date of this Agreement, with the audit log files for each of all the installed instances of Lightstreamer Server. The audit log files report the average number of Lightstreamer Sessions and concurrent Lightstreamer MPN Devices in each ten-minute slot of server operation (hereinafter referred to as "**Audit Log**"). The Audit Log files must be delivered by Licensee to Licensor, via the means made available by Licensor, including automatic upload as described in Art. 1.6.1 and Art. 1.8, within 15 (fifteen) days from the expiration of the 6-month period and until Licensee declares in writing that it has definitively dismissed that instance. Licensee must make sure that the time difference among the clocks of the machines hosting Lightstreamer Server is maximum 60 seconds (while respecting each time zone). Licensee must ensure that the Audit Log files for every instance of Lightstreamer Server are regularly collected and not altered until Licensee declares in writing that it has definitively dismissed that instance. For each ten-minute time slot, the average numbers of Lightstreamer Sessions across all the server instances will be summed, leading to a single time series. Every six months, calculated from the beginning

of validity of the contract, the 99th percentile will be extracted from the time series covering the past six months and the resulting value will be assumed as the maximum number of utilized Lightstreamer Sessions. For each ten-minute time slot, the average numbers of Lightstreamer MPN Devices across all the server instances will be summed, leading to a single time series. Every six months, calculated from the beginning of validity of the contract, the 99th percentile will be extracted from the time series covering the past six months and the resulting value will be assumed as the maximum number of utilized Lightstreamer MPN Devices.

1.6.3 Licenses can be chosen among the following:

(i) Lightstreamer Time-Limited Server License. One License is required for each instance of the Lightstreamer Server process (irrespective of the number of CPUs and cores, the number of concurrent Lightstreamer Sessions, and the number of concurrent Lightstreamer MPN Devices). The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited.

(ii) Lightstreamer Time-Limited Server Stand-By License. The Lightstreamer Time-Limited Server Stand-By License is to be used solely for the purpose of deploying a mirror stand-by server in conjunction with a valid Lightstreamer Time-Limited Server License and must be used only for disaster recovery purpose and not to balance users' connections. One License is required for each instance of the Lightstreamer Server process (irrespective of the number of CPUs and cores, the number of concurrent Lightstreamer Sessions, and the number of concurrent Lightstreamer MPN Devices). The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited.

(iii) Lightstreamer Perpetual Server License. One License is required for each instance of the Lightstreamer Server process. The License has no expiration.

(iv) Lightstreamer Perpetual Server Stand-By License. The Lightstreamer Perpetual Server Stand-By License is to be used solely for the purpose of deploying a mirror stand-by server in conjunction with a valid Lightstreamer Perpetual Server License and must be used only for disaster recovery purpose and not to balance users' connections. One License is required for each instance of the Lightstreamer Server process. The License has no expiration.

(v) Lightstreamer Time-Limited Session-Limited Server License. One License is required for each instance of Lightstreamer Server process. A Lightstreamer Time-Limited Session-Limited Server License defines the maximum number of concurrent Lightstreamer Sessions and the maximum number of concurrent Lightstreamer MPN Devices that the Lightstreamer Server process will allow. The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited.

(vi) Lightstreamer Perpetual Session-Limited Server License. One License is required for each instance of Lightstreamer Server process. A Lightstreamer Perpetual Session-Limited Server License defines the maximum number of concurrent Lightstreamer Sessions and the maximum number of concurrent Lightstreamer MPN Devices that the Lightstreamer Server process will allow. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each License. Each License File contains the MAC address of one of the network cards of the machine on which Lightstreamer Server is installed. The License has no expiration.

(vii) Lightstreamer Time-Limited Site License. One License is for an installation on a single geographical site, on an arbitrary number of machines located on that site. This means that all the machines can be in different offices but must be based at the same address. This licenses may not be split over different Sites. A Site License defines the maximum number of concurrent Lightstreamer Sessions and the maximum number of concurrent Lightstreamer MPN Devices that the set of installed Lightstreamer Servers will allow. In case more than one Site License is purchased, the aggregated maximum number of concurrent Lightstreamer Sessions and concurrent Lightstreamer MPN Devices may be split over different Sites. Licensee must provide Licensor with the Audit Log, as per Art. 1.6.2. The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited.

(viii) Lightstreamer Time-Limited Site Stand-By License. The Lightstreamer Time-Limited Site Stand-By License is to be used solely for the purpose of deploying a mirror stand-by site in conjunction with a valid Lightstreamer Time-Limited Site License and must be used only for disaster recovery purpose and not to balance users' connections among sites. One License is for an installation on a single geographical site, on an arbitrary number of machines located on that site. This means that all the machines can be in different offices but must be based at the same address. Licensee must provide Licensor with the Audit Log, as per Art. 1.6.2. The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited.

(ix) Lightstreamer Perpetual Site License. One License is for an installation on a single geographical site, on an arbitrary number of machines located on that site. This means that all the machines can be in different offices but must be based at the same address. This license may not be split over different Sites. A Site License defines the maximum number of concurrent Lightstreamer Sessions and the maximum number of concurrent Lightstreamer MPN Devices that the set of installed Lightstreamer Servers will allow. In case more than one Site License is purchased, the aggregated maximum number of concurrent Lightstreamer Sessions and concurrent Lightstreamer MPN Devices may be split over different Sites. Licensee must provide Licensor with the Audit Log, as per Art. 1.6.2. The License has no expiration.

(x) Lightstreamer Perpetual Site Stand-By License. The Lightstreamer Perpetual Site Stand-By License is to be used solely for the purpose of deploying a mirror stand-by site in conjunction with a valid Lightstreamer Perpetual Site License and must be used only for disaster recovery purpose and not to balance users' connections among sites. One License is for an installation on a single geographical site, on an arbitrary number of machines located on that site. This means that all the machines can be in different offices but must be based at the same address. Licensee must provide Licensor with the Audit Log, as per Art. 1.6.2. The License has no expiration.

(xi) Lightstreamer Development and Test License. The Lightstreamer Development and Test License can only be installed and used to support Licensee's use of a production license. The Lightstreamer Development and Test License has the same characteristics as the corresponding production license, but can only be deployed as part of Licensee's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity, and/or developing internally used additions or extensions using published application programming interfaces. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Development and Test License. One License is required for each instance of the Lightstreamer Server process. The Lightstreamer Development and Test License has the same duration (perpetual or time-limited) as the production license to which it is associated. The Lightstreamer Development and Test License has the following limitations:

- Each execution of the Lightstreamer Server process is limited to 3.5 hours. After this time, the Server shuts down and needs to be restarted.

- Three times an hour, a message may be broadcast to connected clients to notify them that a Development License is in use.

(xii) Lightstreamer Perpetual Demo License. The Lightstreamer Perpetual Demo License is to be used solely for the purposes of evaluating Lightstreamer, developing and testing applications, and demonstrating a prototype of Licensee's application. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Perpetual Demo License. The Lightstreamer Perpetual Demo License is the default license pre-configured on Software and has no expiration. The Lightstreamer Perpetual Demo License has the following limitations:

- The allowed maximum number of concurrent Lightstreamer Sessions is 20 (twenty).

- The allowed maximum number of concurrent Lightstreamer MPN Devices is 20 (twenty).

(xiii) Lightstreamer Time-Limited Evaluation License. The Lightstreamer Time-Limited Evaluation License is to be used solely for the purpose of evaluating Lightstreamer without the limitation on the number of Lightstreamer Sessions posed by the Lightstreamer Perpetual Demo License, and not for any other purpose. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements. The Lightstreamer Time-Limited Evaluation License requires the use of Cloud License Manager.

(xiv) Lightstreamer Non-Production Full License. The Lightstreamer Non-Production Full License can only be installed and used to support Licensee's use of a production license. The Lightstreamer Non-Production Full Licenses has the same characteristics described for the corresponding production license, but can only be deployed as part of Licensee's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity, and/or developing internally used additions or extensions using published application programming interfaces. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Non-Production Full License. One License is required for each instance of the Lightstreamer Server process. The Lightstreamer Non-Production Full License has the same duration (perpetual or time-limited) as the production license to which it is associated.

(xv) Lightstreamer Promotional License. The Lightstreamer Promotional License can only be installed and used in connection with the purchase of a production license. The Lightstreamer Promotional License can only be deployed in order to demonstrate and operate Licensee's free products and services to its "demo member accounts" (or otherwise named) and promote subscriptions to its "premium/subscription accounts" (or otherwise named) or other Licensee's paid products and services. In any event, the Lightstreamer Promotional License cannot be used when Licensee generates revenues from its use of the Lightstreamer Promotional License. Licensee is not authorized to use any part of the Lightstreamer Promotional Software for any other purposes without acquiring the appropriate production entitlements. Licensor may audit Licensee's use of the Lightstreamer Promotional License. One License is required for each instance of the Lightstreamer Server process. The Lightstreamer Promotional License has the same duration (perpetual or time-limited) as the production license to which it is associated.

(xvi) Lightstreamer Startup License. The Lightstreamer Startup License can be provided, at Licensee's full discretion, to promising startup companies. The License will expire at the end of the period for which it was purchased and the software will stop working 15 (fifteen) days after expiration. In any case, attempts to use the License after its expiration are expressly prohibited. The Lightstreamer Startup License requires the use of Cloud License Manager. Licensee will cooperate, upon Licensor's request, in writing and publishing one or more success stories, and/or technical articles, and/or blog posts on the use of Lightstreamer. Licensee will promptly notify Licensor prior to product development announcements (e.g. launch of new services) and company's growth and funding news, to allow Licensor to give resonance to the success of Licensee's and Licensor's mutual cooperation. Licensor will not publish any non-public information shared by Licensee without prior authorization.

1.7 Lightstreamer Server might periodically attempt to connect to Licensor's servers through the Internet to automatically check the availability of software updates; when this event occurs, Licensee is notified. Such mechanism can be disabled at Licensee's discretion.

1.8 Lightstreamer Server might periodically attempt to connect to Licensor's servers through the Internet to automatically upload the Audit Log file, in case of contract types 1.6 (vii), (viii), (ix), and (x). Such mechanism can be disabled at Licensee's discretion. In case Licensee relies on such mechanism to deliver the Audit Log files to Licensor, Licensee shall make sure that the automatic upload is properly configured and is working correctly.

1.9 After receiving the executed Offer Letter and/or Purchase Order, a regular invoice for the agreed amount according to the license chosen by Licensee hereunder will be issued by Licensor. Licensor reserves the right to provide Licensee with temporary licenses (hereinafter the "**Temporary License**") until the invoice has been fully settled by Licensee (or by a Reseller in case the sale happens through a channel partner). After invoice settlement, Licensor will provide Licensee with permanent licenses (time-limited or perpetual, based on the purchased license type). It is hereby agreed by the Parties that the Temporary License provided by Licensor to Licensee according to paragraph above will be available until the payment and the relevant invoice has been fulfilled by Licensee but, in any case, for a period no longer than 30 days after the invoice Due Date. If, 30 days after issuance of the invoice, the invoice has not been fully settled by Licensee, the Temporary License will expire and Licensor will reserve the right to suspend any service and any Temporary License as long as the Licensee has fully regularized the payment of the invoice to Licensor. Nothing, in this case, could be claimed, for any reason and/or nature, from Licensee to Licensor for the suspension/termination of use of the Temporary License.

2. Consented Uses and Restrictions.

2.1 The Software and the Documentation are the exclusive property of Licensor and are protected, as are all of the connected and related rights, by Copyright and applicable Intellectual Property laws.

2.2 The Software and all of the Documentation given by Licensor to Licensee are to be considered reserved and confidential. If this Agreement is terminated in accordance with the terms of this Agreement, except as provided by law, none of the materials and Documentation can be kept and used in any manner and must be destroyed.

2.3 Licensee agrees to use the Software respecting all of the applicable laws in the jurisdiction where the Software will be used, and complying with all laws in force in such jurisdiction, including but not limited to those related to Copyright and Intellectual Property rights.

2.4 For the duration of the license, Licensee can copy the Software and the Documentation only for backup purposes. Except as provided for by contract or by law, Licensee shall not make any other copies of Lightstreamer.

2.5 Licensee cannot decode, decompile, disassemble or modify the Software, or create derivations based on the Software other than as permitted by law. Licensee shall not make known any program benchmark test without prior consent of Licensor.

2.6 By the present Agreement, Licensor gives in license solely and exclusively to Licensee the right to use the Software and the Documentation. No other right, including those related to trademarks, names, logos or anything else recognizable as a distinctive sign, present in the Software or in the Documentation, is given in license by Licensor to Licensee.

2.7 The Parties hereby agree and accept that this Article 2 above and all the provisions included therein shall apply, to the fullest extent, also to the Temporary License.

3. Trademarks and Logos.

3.1 Licensee accepts and recognizes that Licensor is the sole and exclusive owner of the Lightstreamer trademark and logos related to it.

3.2 Licensee has no right in relation to the use of the Lightstreamer distinctive signs, and Licensee cannot remove such Lightstreamer distinctive signs, modify them or use them autonomously.

4. LIMITED WARRANTIES; DISCLAIMER.

4.1 Licensor warrants that it shall fulfill its obligations under this Agreement with all due skill, care and diligence including but not limited to Good Industry Practice, (without limiting the generality of this clause) in accordance with its own established internal procedures and in compliance with all applicable Laws.

4.2 Licensor warrants on **Server Licenses, Server Stand-By Licenses, Site Licenses, and Site Stand-By Licenses only (contract types 1.6.3 (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (x))** that:

4.2.1 its title to and property in the Software and Documentation is free and unencumbered and that it has the right power and authority to license the same upon the terms and conditions of this Agreement;

4.2.2 the Software will for a period of 90 days from delivery perform in accordance with the Documentation.

4.2.3 the Software does not contain any harmful code (such as "trojan horses", "worms", or "viruses") and any back door not declared in this Agreement.

4.2.4 it is not aware of any right belonging to a third party that would result in the Software, Documentation or any other product or service rendered by Licensor to Licensee as violating any possible third party rights, including Copyrights, Patents, Trademarks or any other right.

4.2.5 Licensee must inform Licensor in writing during the Warranty Period (90 days from delivery date) if the Software does not operate as warranted and provide to Licensor such information and material as Licensor may reasonably request to document and reproduce such problem and to verify that any proposed solution corrects the problem. This warranty shall not apply to any bug, problem or defect to the extent resulting from any of the following: (i)

any equipment, materials, products or software not provided by Licensor; (ii) Licensor's compliance with designs, plans or specifications provided by Licensee to Licensor; (iii) any unauthorized repair, adjustment, modification or alteration to the Software by Licensee or any third party; (iv) any refusal by Licensee to install or to use a remedy, update, or replacement version of the Software offered by Licensor to Licensee; (v) any use of the Software not in accordance with the Documentation; (vi) any neglect, accident or misuse of the Software, or (vii) any malfunction that is not attributable to the Software.

4.3 Exclusive Remedies. If there is a breach by Licensor of the warranty set forth in Section 4 during the Warranty Period, Licensee's exclusive remedy and Licensor's sole obligation shall be (with the exception of contract types 1.6.3 (xi), (xii), (xiii), (xv), and (xvi)) to: (i) modify the Documentation to accurately reflect the actual operation of the Software if there is merely a transcription error in the Documentation; (ii) modify the Software to conform to the Documentation unless the Documentation is in error; or (iii) provide a like-for-like workaround solution which shall meet Licensee's reasonable requirements. If none of the foregoing is determined by Licensor in its sole and absolute discretion to be commercially feasible, Licensor shall have the right to refund the Software licensee fees paid by Licensee under this Agreement and to terminate this Agreement with no further liability to Licensee. In any event, Licensor shall not be held responsible for any damages, direct or indirect, of any type, that may be suffered by Licensee or third parties.

4.4 To the fullest extent provided by law, and save as set out above, Licensor assumes no responsibility and offers and recognized no guarantee, of any kind or nature, whether direct or indirect, explicit or implicit, for the Software, Documentation or any other product or service provided by Licensor to Licensee, including but not limited to, guarantees related to the quality, saleability, accuracy, peaceful possession, and fitness for a particular purpose of the Software or of the Documentation.

4.5 Licensor agrees (with the exception of contract types 1.6.3 (xi), (xii), and (xiii)) to indemnify and handle at its own expense, for any claim or action against Licensee, its affiliates and its and their respective directors, officers, employees, agents and representatives (each, an "**Indemnified Party**") for actual or alleged infringement of any intellectual or industrial property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar property rights, based upon the Software, any portion thereof and/or Licensee's use thereof. Licensor further agrees to indemnify and hold each Indemnified Party harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable attorney's fees) associated with such claim or action.

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 defence of such claim or action at Licensor's expense.

Licensor shall have the sole right to conduct the defence 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.

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

4.7 Save as set out above, Licensor neither claims nor guarantees that the functions contained in the Software will satisfy the requests, expectation or needs of Licensee and possible third parties or that the functioning of the Software is continual, and without errors and defects.

4.8 Save as set out above, Licensor makes no guarantees regarding the use or any results deriving from the use of the Software and Documentation with respect to their correctness, accuracy, trustworthiness or in any other way.

4.9 The Software and Documentation are granted under license and supplied by Licensor and accepted by Licensee, who has evaluated their appropriateness for his needs, as is. Save as set out above, Licensee assumes every risk and responsibility with respect to the choice, installation and use of the Software and Documentation and their results.

4.10 Save as set out above, Licensor has no obligations or responsibilities and makes no guarantees, aside from those expressly and specifically assumed or made in this contract.

4.11 To the fullest extent provided by law, all the provisions contained in article 4 above, and especially article 4.4, 4.7 and 4.8, shall fully apply to Temporary License.

5. Limitation of Responsibility.

5.1 Save as set out above, neither party is responsible for, and is expressly relieved from liability for, any damages suffered by the other, those direct, indirect, incidental, consequential, of any kind or nature, arising out of or related to this Agreement, the Software and/or Documentation.

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 articles 4 and 5, in no event (other than for its indemnification obligations in article 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.

6. Termination of the contract.

6.1 In the event of breach by Licensee of any of the undertakings or obligations set forth in this Agreement, Licensee has 30 (thirty) 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 contract; 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 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 Licensor to receive other possible payments still due. In the event that the termination occurs in the warranty period, Licensee fee will be proportional with the duration of the contract.

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 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 Subsection 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 other custodian for Licensor or substantially all of its assets, or application for same if such application is not lifted within 14 days; (iii) Licensor makes an assignment for the benefit of creditors; (iv) 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; (v) any failure by Licensor to function as a going concern.

7.5 Costs. All costs of the escrow, including, for 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.

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 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.8.3.
8.3 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.

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 an obligations assumed by the parties will be regulated by the present contract.

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 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).

9.5 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 Campanini, 6
20124 Milan
Italy

Tel. +1 650 353 33 30
Fax. +39 02 3631 1392
E-mail: info@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 Campanini, 6
20124 Milan, Italy

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

LICENSEE

Company Name: _____

Address: _____

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____