

SOFTWARE LICENSE AGREEMENT

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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 Weswit S.r.l. (hereafter referred to as "Licensor"), following acceptance by you of all of the terms and conditions of the present agreement and payment by you of the contractually agreed amount, 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 (hereafter referred to as "Lightstreamer" or "Software"), which are the exclusive property of the 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 the Licensor to the 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 sub-license, 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 contract, 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 and for which will be paid the corresponding sum, according to the obligation and limitations contractually determined chosen among the following:

(i) **Lightstreamer Time-Limited Server License.** One License is required for each deployed instance of Lightstreamer Server (irrespective of the number of CPUs and the number of concurrent Lightstreamer Sessions). 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 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 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 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 deployed instance of Lightstreamer Server (irrespective of the number of CPUs and the number of concurrent Lightstreamer Sessions). 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 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 deployed instance of Lightstreamer Server (irrespective of the number of CPUs and the number of concurrent Lightstreamer Sessions). 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.

(iv) **Lightstreamer Perpetual Server Stand-By License.** The 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 Perpetual Server License and must be used only for disaster recovery purpose and not to balance users' connections. One License is required for each deployed instance of Lightstreamer Server (irrespective of the number of CPUs and the number of concurrent Lightstreamer Sessions). 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.

(v) **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 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 may be split over different Sites. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each machine. Each License File contains the MAC address of one of the network cards of the machine on which Lightstreamer Server is installed. 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. During the License validity period, Licensee must provide Licensor, every 6 (six) months, with the Audit Log files for all the installed instances of Lightstreamer Server. The Audit Log files must be delivered by Licensee to Licensor, via the means made available by Licensor, within 15 (fifteen) days from the expiration of the 6-month period. The Audit Log files report the average number of Lightstreamer Sessions in each ten-minute slot of server operation. 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. 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.

(vi) **Lightstreamer Time-Limited Site Stand-By License.** The 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 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. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each machine. Each License File contains the MAC address of one of the network cards of the machine on which Lightstreamer Server is installed. 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. During the License validity period Licensee must provide Licensor, every 6 (six) months, with the Audit Log files for all the deployed instances of Lightstreamer Server. The Audit Log files must be delivered by Licensee to Licensor, via the means made available by Licensor, within 15 (fifteen) days from the expiration of the 6-month period. The Audit Log files will be processed in the same way as defined for the Lightstreamer Time-Limited Site License.

(vii) **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 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 may be split over different Sites. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each machine. 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. Licensee must provide Licensor, every 6 (six) months, with the Audit Log files for all the installed instances of Lightstreamer Server. The Audit Log files must be delivered by Licensee to Licensor, via the

means made available by Licensor, within 15 (fifteen) days from the expiration of the 6-month period. The Audit Log files report the average number of Lightstreamer Sessions in each ten-minute slot of server operation. 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. 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.

(viii) Lightstreamer Perpetual Site Stand-By License. The 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 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. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each machine. 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. Licensee must provide Licensor, every 6 (six) months, with the Audit Log files for all the deployed instances of Lightstreamer Server. The Audit Log files must be delivered by Licensee to Licensor, via the means made available by Licensor, within 15 (fifteen) days from the expiration of the 6-month period. The Audit Log files will be processed in the same way as defined for the Lightstreamer Perpetual Site License.

(ix) Lightstreamer Perpetual Development and Test License. The Perpetual Development and Test License is to be used solely for the purpose of developing and testing Licensee's applications, and not for any other purpose. If you use Lightstreamer under this license for any commercial or free production purposes, you must contact the Licensor or to obtain the appropriate license. Licensor may audit Licensee's use of Lightstreamer. One License is required for each deployed instance of Lightstreamer Server (irrespective of the number of CPUs and the number of concurrent Lightstreamer Sessions). 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. A Lightstreamer Perpetual 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.

(x) Lightstreamer Time-Limited Demo License. The Time-Limited Demo License is to be used solely for the purpose of demonstrating a prototype of Licensee's application, and not for any other purpose. If you use Lightstreamer under this license for any commercial or free production purposes, you must contact the Licensor to obtain the appropriate license. Licensor may audit Licensee's use of Lightstreamer. A License File, to be installed on Lightstreamer Server, is provided by Licensor to Licensee for each License. The License File can be used on an arbitrary number of Lightstreamer Server instances. A Lightstreamer Demo License has the following limitations:

- The license has an expiration date, after which Lightstreamer Server stops working. Attempts to use the license after its expiration are prohibited.
- The allowed maximum number of concurrent Lightstreamer Sessions is limited at Licensor's discretion (the usual limit is five).

(xi) Lightstreamer Time-Limited Evaluation License. The Lightstreamer Time-Limited Evaluation License is to be used solely for the purpose of developing and testing Lightstreamer applications, and not for any other purpose. If you use Lightstreamer under this license for any commercial or free production purposes, you must contact the Licensor to obtain the appropriate license. Licensor may audit Licensee's use of Lightstreamer. A ClientID string, to be configured on Lightstreamer Server, is provided by Licensor to Licensee for each License. The Lightstreamer Evaluation License has an expiration date controlled by Licensor. In order to check the license validity and enable its use, Lightstreamer Server will perform a connection to Licensor's servers through the Internet at each start-up and then once per day. As part of such online license check, Lightstreamer Server will send Licensor's servers some statistics (such as number of sessions, used bandwidth, etc.). The duration of an Evaluation License is usually 60 (sixty) days from the date of ClientID delivery, but it can be reduced or extended at Licensor's discretion. Licensee is responsible to hold in confidence the assigned ClientID and not to disclose to any person other than directly concerned with purposes of the evaluation.

2. Consented Uses and Restrictions.

2.1 The Software and the Documentation are the exclusive property of the 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 the Licensor to the Licensee are to be considered reserved and confidential. Upon termination of the present contract, 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, 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 back-up 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. The Licensee shall not make known any program benchmark test without prior consent of the Licensor.

2.6 By the present contract, the Licensor gives in license solely and exclusively to the Licensee the right to use the Software. 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 the Licensor to the Licensee.

3. Trademarks and Logos.

3.1 Licensee accepts and recognizes that the 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 such distinctive signs, and cannot remove them, modify them or use them autonomously.

4. LIMITED WARRANTIES; DISCLAIMER.

4.1 The Licensor warrants on **Server Licenses, Server Stand-By Licenses, Site Licenses, and Site Stand-By Licenses only (contract types 1.6 (i), (ii), (iii), (iv), (v), (vi), (vii), (viii))** that:

4.1.1 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;

4.1.2 the Software will for a period of 90 days from delivery perform in all material respects accordance with the Documentation.

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

4.1.4 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 the Licensor to the Licensee as violating any possible third party rights, including Copyrights, Patents, Trademarks or any other right.

4.1.5 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 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.

4.2 Exclusive Remedies. If there is a breach by Licensor of the warranty set forth in Section 4, Licensee's exclusive remedy and Licensor's sole obligation shall be (with the exception of contract types 1.6 (ix), (x), and (xi)) 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 neither 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 the Licensee or third parties.

4.3 To the fullest extent provided by law, and save as set out above, the 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 the

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.

4.4 Licensor agrees (with the exception of contract types 1.6 (ix), (x), and (xi)) 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 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.

4.5 Licensor shall have no liability to the Licensee in respect of any breach of the Licensee's obligations under this agreement.

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

4.7 Save as set out above, the 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.

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

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

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 the present contract, the Software and/or Documentation.

5.2 Save as set out above, including in Licensor's indemnification obligations, the Licensee recognizes and accepts that the Licensor is not in any way responsible for any use of the Software and/or the Documentation by the 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 The Licensee recognizes and accepts that the 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) shall the limit of responsibility and compensation on the part of the Licensor to the Licensee, in any way, for any and all damage, loss and for any other cause, shall not exceed, in total, the amount paid as Software licensee fees.

6. Termination of the contract.

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 30 (thirty) 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, or at the expiration of a Time-Limited License, 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; enforce the fulfillment of the present contract by the Licensee (including protecting 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:

Weswit S.r.l.
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.

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

LICENSOR

Place Milan (Italy)

Date _____

Signer's Name _____

Position coCEO

Signature _____

LICENSEE

Company name _____

Place _____

Date _____

Signer's Name _____

Position _____

Signature _____