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### Effect of Activation Codes.

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not authorized to make any promises or commitments on coolOrange's behalf, and coolOrange is not bound by any obligations to Licensee other than as specified in this Agreement.

## 5. Term and Termination

This Agreement has a duration equal to the licensed term specified on the License Certificate. The licensed term shall commence on the Effective Date and continue thereafter for the period ending in the expiry date determined on the license certificate.

**“Effective Date”** shall mean the date this Agreement is electronically accepted, click-accepted or, if signed in hard copy by the Licensee/Customer, the date of last signature, or in the absence of any of the forgoing, this Agreement shall be effective from the date an order is placed by Licensee/Customer.

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## 11. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the Italian law.



## **EU-based Customer Companies**

In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to) the exclusive jurisdiction of the Tribunal of Bolzano, Italy.

Nothing in the foregoing will prevent coolOrange from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

## **NOT EU-based Customer Companies**

### **Mediation**

The Parties shall defer all the disputes arising out of the present Contract to a mediation attempt managed by the Service of Mediation of the Chamber of Arbitration of Milan.

### **Arbitration**

If the mediation attempt fails, all the disputes arising out of or related to the present Contract shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan (the "Rules") by a sole arbitrator appointed in accordance with the Rules. The Arbitral Tribunal shall decide in accordance with the rules of law of Italy. The seat of the arbitration shall be Milan, Italy. The language of the arbitration shall be English.

## **12. General Provisions**

If any part of this Agreement is found void, invalid and unenforceable, such provision or such portion thereof will be ineffective as to the jurisdiction in which the mandatory rules of the applicable law find it is void, invalid and unenforceable but the invalidity or the unenforceability will not affect the validity of the entire Agreement, which shall remain valid and enforceable according to its terms in that jurisdiction and in any other jurisdiction.

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