Seica S.p.A.

Sede sociale e uffici via Kennedy, 24 - 10019 STRAMBINO - (TO) - ITALY   Codice fiscale e partita IVA 05173260018 - Capitale sociale: € 1.120.000 i.v.
Tel. +39 0125 6368.11 r.a. - Fax +39 0125 6368.99   e-mail: seica@seica.com - www.seica.com

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10.5. Notices.

All Notices relating to this Agreement will be in writing, and no oral ones will be accepted, and sent to the Party's address as specified in the applicable Order. Each Party may change its reception notice address for delivery given a written notice to the other.

10.6. Language.

The official language of the Agreement shall be English. In case S.E.I.C.A. provides a translation of the Agreement in a different language requested by the Licensee, the English version of the Agreement will prevail in case of any conflict.

10.7. Governing Law and Jurisdiction.

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Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section, the parties agree that S.E.I.C.A., at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Products are being used or Licensee has its place of business, (a) to enforce its intellectual property rights or (b) for the payment of fees related to Products.

10.8. License Rights applicable to the US Government.

S.E.I.C.A.'s Products are commercial products that were developed exclusively at private expense. In case the Products are acquired directly or indirectly by the U.S. Government for its use, then the parties agree that the Products are considered "Commercial Items" and "Commercial Computer Software" or "Computer Software Documentation", as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Software and Documentation may only be used under the terms and conditions of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. S.E.I.C.A. will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

10.9. Order of Precedence.

In the event of a conflict between this Agreement and any Additional Terms, those Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to the Products ordered.

The terms of any purchase order or similar Licensee document are excluded and such terms will not apply to any Order for Products, and will not supplement or modify this Agreement.

10.10. No Waiver; Validity and Enforceability.

The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected, and such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

10.11. Entire Agreement.

This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. This Agreement may not be varied other than in writing by manual signatures or by electronic signatures of authorized representatives of both parties.

--- End of Agreement ---