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THE LICENSE SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE COURTS OF THE DUBAI INTERNATIONAL FINANCIAL CENTER (DIFC)

- If the Infovista Product is supplied by any other company the following clause will apply:

THE LICENSE SHALL BE GOVERNED BY FRENCH LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF SUCH.

ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE PARIS COMMERCIAL COURTS.

In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action. Additionally, each party irrevocably agrees to accept, and consents to receive, formal service of process for any legal proceeding with respect to any dispute or other matter arising out of the obligations of the respective parties under this Agreement via French Mail certified mail (return receipt requested) or sent by Federal Express, DHL or other internationally recognized overnight delivery service providing proof of delivery for overnight delivery to that party at the address for that party listed in Section 16 of this Agreement, with such service of process to be deemed completed for all purposes upon the date the same is duly delivered. In order to change the address at which any party consents to receive service of process, the other parties hereto must approve such request in writing.

12. MISCELLANEOUS

In the event that any of the provisions of this License is determined by a court to be invalid and unenforceable, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the

fullest extent by law. If it cannot be amended, such provision shall be severed and the remainder of the License shall remain in effect and unimpaired by such action.

No change to the provisions of this License shall be valid unless made by way of a written amendment signed by the two parties.

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