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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

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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 finds it

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