



SOFTWARE LICENSE AGREEMENT

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1.2 "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's and authorised Affiliates' business, such as customers, distributors and suppliers.

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10. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to its affiliates.

11. GENERAL PROVISIONS.

11.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

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11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Malaysia without reference to its conflicts of law principles. Licensee consents to the jurisdiction of any court sitting in Malaysia for all claims, suits, or actions arising under this Agreement (including claims for payments due hereunder) or in connection with Licensee's use or possession of the Software and SAP Proprietary Information. The provisions of this Subsection 11.6 shall survive the termination or expiration of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

11.7 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

11.8 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.9 Entire Agreement. This Agreement and each Schedule and Order Schedule hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by authorised representatives of both parties. Account executives, sales people or consultants are not authorised representatives. This Agreement and each Order Schedule hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.