Article 1 Definitions

1.1 "Affiliate" means any legal entity in which the Customer, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such company shall be considered an Affiliate for only such time as such interest is maintained.

1.2 "Agreement" means these General Terms and Conditions and any Order Form referencing these General Terms and Conditions, and any other schedules, exhibits or appendices thereto, whether attached or incorporated by reference.

1.3 "Confidential Information" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the SAP Service, including without limitation the following information regarding SAP's Service: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in SAP's Service; (ii) benchmark results, program listings, data structures, logic diagrams, functional specifications, file formats; and (iii) system infrastructure, security/architecture design and/or operations processes (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Service; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Customer, "Confidential Information" means the Customer Data and all information which Customer protects against unrestricted disclosure to others and which (i) if in tangible form, Customer clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Customer both identifies as confidential or proprietary at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.4 "Content" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available through the Site or otherwise by SAP for use in conjunction with the Service.

1.5 "Customer" means the entity or individual that has consented to this Agreement by execution of an Order Form that references these General Terms and Conditions or by other legally binding method of acceptance of this Agreement, including checking a box on a registration page.

1.6 "Customer Data" means any materials, data and information provided by Customer or its Named Users to SAP in the course of using the Service.

1.7 "Documentation" means SAP's documentation which is delivered or made available to Customer as part of the Service under this Agreement.

1.8 "Named User" means any users licensed under this Agreement and authorized by Customer to access and use the Service.

1.9 "Order Form" means the written order form or other ordering documentation (including a registration Webpage or Website) entered into by SAP and Customer containing the specific terms and conditions applicable to the Service and which references these General Terms and Conditions.

1.10 "SAP" means the entity identified by these General Terms and Conditions or the Order Form as providing the Service to Customer and that is a party to this Agreement.

1.11 "Service" means the SAP On Demand Service described in the Order Form.

1.12 "Site" means an SAP established Internet site through which the Service is made available.

Article 2 Usage Rights

2.1 Subject to the terms of this Agreement, SAP grants to Customer the nontransferable and nonexclusive right during the term stated in the Order Form to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted by this Agreement and the Documentation. This license is a worldwide license, with the exception of those countries listed on www.sap.com/company/licenses and subject to applicable export control laws.

2.2 Customer shall not license, sell, lease, rent, outsource or otherwise make available the Service to third parties, other than Named Users and Affiliates. Customer shall be responsible for the acts and omissions of its Affiliates and Named Users as if they were the acts and omissions of Customer. Rights of any Named User licensed to utilize the Services cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.

2.3 Customer shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors owns all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights in the Service, as well as any improvements, design contributions or derivative works conceived or created by either party in or to the Service. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.

2.4 When using the Service Customer shall not, and shall ensure that its Affiliates and Named Users do not: (a) translate, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described in the Documentation) (b) transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity; (d) interfere with or disrupt the SAP software, the SAP

systems used to host the Service, other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (e) use the Service in the operation of a service bureau or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser), to the Site or Service, or any part thereof; (g) circumvent the user authentication or security of the Site or Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made available by SAP; (i) mirror the Site on any server; (j) make any use of the Service that violates any applicable local, state, national, international or foreign law; or (k) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Service, or (l) except for licenses provided to Named Users as permitted in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.

2.5 Some content on the Site may come from government sources, is in the public domain, and is not copyrightable.

2.6 The Site may contain links to external Web sites and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

2.7 The Service may include Content. This Content is provided "as is", and SAP makes no warranty as to the accuracy or completeness of such Content. Customer uses such Content at its own risk, and SAP shall have no liability to Customer or any third party based on Customer's use of or reliance on such Content.

2.8 SAP shall be entitled to monitor Customer's compliance with the terms of this Agreement, including but not limited the number of Named Users accessing the Service and, subject to Article 12 of this Agreement, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.

2.9 SAP may change or modify the Service at any time. SAP will only be required to notify Customer of a change or modification to the Service in advance if the change or modification (i) is not within industrial standards and/or customary in the industry and (ii) does not extend and/or enhance the functionalities or architecture of the Service. If SAP notifies Customer of a change as required in this Article 2.9 and Customer does not wish to use the Service after notification of such change, Customer may within forty-five (45) days of notification either provide SAP with written notice of termination of the Agreement or reject the change by written notice to SAP. If Customer rejects a change, SAP may terminate this Agreement with six (6) months written notice. If Customer provides no written notice to SAP within such forty-five (45) day period, Customer shall be deemed to have accepted such change and the Agreement shall continue in full force and effect. Upon termination, Customer's exclusive remedy and SAP's sole liability is to refund any prepaid and unused fees from the effective date of the termination of the Service. Nothing in this Article 2.9 shall require SAP to continue to provide any portion of the Service if this would result in SAP violating the rights of any third party or any applicable law.

2.10 If Customer is granted a license under this Agreement to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services, and (ii) SAP may cease providing the Service at any time without notice. This Article 2.10 supersedes any conflicting term of this Agreement.

Article 3 Support, Set up and Security

3.1 SAP will provide support for the Service as may be described in the Order Form or a schedule to the Order Form.

3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SAP security guidelines and procedures made known to Customer through the Service or otherwise. However, SAP does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service.

Article 4 Customer Responsibilities and Obligations

4.1 Subject to Article 13 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service.

4.2 Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SAP that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP or its subcontractors to provide the Service.

4.3 Customer shall change all passwords used to access the Service at regular intervals. Should Customer learn of a third party having obtained knowledge of a password, Customer shall inform SAP thereof without undue delay and promptly change the password.

4.4 Customer is responsible for the connection to the Service, including the Internet connection. SAP shall not be responsible for any failure to meet its obligations under this Agreement which result from or relate to the connection to the Service as provided by Customer.

Article 5 Standard and Optional Services

This Agreement does not include services other than those defined in an Order Form. Modification of the Service or its adaptation for Customer's needs is not included under this Agreement. Subject to a separate written agreement and based on SAP's standard terms and conditions for such services, SAP may offer optional services that relate to the Service.

Article 6 Prices and Terms of Payment

6.1 Customer shall pay to SAP the fees for the Service provided hereunder, in the amount as set forth in the applicable Order Form, within thirty (30) days of the date of invoice.

6.2 Upon the renewal of the then-current term of an Order Form for which renewal is permitted, SAP shall have the right to unilaterally increase any prices specified in the Order Form to SAP's then-current fees for the applicable Service based on the length of the renewal term. SAP shall notify Customer of such increase prior to the date upon which Customer must notify SAP that it intends not to renew the Order Form, and any such increase shall automatically become effective on the renewal date if the Order Form is renewed.

6.3 Customer shall have no right to withhold or reduce fees under this Agreement or set off any amount against fees owed for alleged defects in the Service.

6.4 All fees not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under applicable law.

6.5 Fees and other charges described in this Agreement, or in SAP's most recent list of prices and conditions, do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to SAP prior to the execution of this Agreement. If SAP is required to pay Taxes, Customer shall reimburse SAP for such amounts. Customer hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

Article 7 Term, Termination and Termination Support

7.1 The term of this Agreement begins on the Effective Date set forth in the applicable Order Form and shall continue in effect as described in the Order Form. Termination of individual Order Forms shall leave other Order Forms unaffected.

7.2 Notwithstanding the foregoing, this Agreement shall terminate (i) thirty (30) days after SAP gives Customer notice of Customer's material breach of any provision of the Agreement, including more than thirty (30) days delinquency in Customer's payment of any money due hereunder, unless Customer has cured such breach during such thirty (30) day period; (ii) thirty (30) days after Customer gives SAP notice of SAP's material breach of any provision of the Agreement, unless SAP has cured such breach during such thirty (30) day period. In case of termination in accordance with Article 7.2 (ii), Customer shall be entitled to a pro-rata refund of prepaid fees for the applicable Service. Except for termination in accordance with Article 7.2(ii), termination will not relieve Customer from the obligation to pay fees that remain unpaid.

7.3 Notwithstanding SAP's right to terminate as set forth in Article 7.2 above, in the event of (i) any material breach of this Agreement which is not cured within thirty (30) days after receipt of written notice from SAP or (ii) a determination by SAP that continued use of the Service may result in harm to the Service (including the systems used to provide the Service) or other SAP customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Customer Data from the Service, deactivate Customer's user name(s) and password(s) and/or suspend access to the Service.

7.4 Upon the effective date of termination, Customer's access to the Service will be terminated. Following termination SAP shall make available to Customer the Customer Data in a format to be determined by SAP, unless such Customer Data has been removed in accordance with Article 7.3 or in case Customer was granted a free (no fee) license to the Service. Upon termination of the Agreement, SAP shall use commercially reasonable efforts to permanently and irrevocably remove all data still remaining on the servers, including but not limited to Customer Data, unless and to the extent applicable laws and regulations require further retention of such data.

7.5 Articles 6 (other than 6.2), 9, 10, 11, 12 and 13 shall survive the expiration or termination of this Agreement.

Article 8 Warranties by SAP

8.1 SAP warrants that the Service (excluding any third party products, content or services accessed through the Service) shall perform in accordance, in all material respects, with the functional specifications described in the Documentation. The warranty shall not apply: (i) if the Service is not used in accordance with this Agreement and any Documentation; or (ii) if the defect is caused by third party services, content or products or any customizations to the Service or (iii) to free (no fee) or trial licenses of the Service.

8.2 Customer shall report any defects to SAP in writing without undue delay through an SAP approved support channel, submitting a detailed description of the problem and any information useful for rectification of the defect.

8.3 Customer's sole and exclusive remedies for any damages or loss in any way connected with the Service, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Service into compliance in all material respects with the functional specifications stated in the Documentation; or (ii) return of an appropriate portion of any payment made by Customer with respect to the affected portion of the applicable Service.

8.4 EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 8.1, NEITHER SAP NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICE, OR ANY INFORMATION TECHNOLOGY SERVICES, SOFTWARE,

HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE UNINTERRUPTED OR ERROR FREE.

Article 9 Indemnification by SAP

9.1 SAP shall defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Service, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service, or unlicensed activities or use of the Service in violation of this Agreement or to free (no fee) or trial licenses of the Service. This obligation of SAP also shall not apply if Customer fails to timely notify SAP in writing of any such claim. SAP is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Customer. In the event Customer declines SAP's proffered defense, or otherwise fails to cede full control of the defense to SAP's designated counsel, then Customer waives SAP's obligations under this Article 9.1. Customer shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Service is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle any claim on a basis requiring SAP to substitute for the Service alternative substantially equivalent non-infringing services. Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Service that is prejudicial to SAP's rights.

9.2 THE PROVISIONS OF THIS ARTICLE 9 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Article 10 Indemnification by Customer

Customer shall indemnify and hold SAP harmless from third party claims arising from or related to (i) any use of the Service (a) in breach of this Agreement, (b) in contravention of any requirements, procedures, policies or regulations of SAP or its third-party providers applicable to the Service and made known to Customer and (c) in violation of any applicable law or regulation or in violation of the legal rights of others or (ii) the Customer Data. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Affiliates and their employees or by the conduct of a third party using Customer's access credentials. The foregoing is, however, conditional upon SAP (i) notifying Customer thereof in writing and in detail without undue delay, (ii) authorizing Customer to conduct any judicial and extrajudicial proceedings with such third party on its own, and (iii) providing Customer at the expense of Customer with any reasonable assistance so that Customer can defend against the claim.

Article 11 Limitation of Liability

11.1 Under no circumstances shall either party or any of their employees or vendors be liable to the other party or any other person or entity for an amount of damages under this Agreement in excess of the amount of fees paid or payable for the applicable Service in the three (3) month period preceding the date on which the claim of action first arose.

11.2 UNDER NO CIRCUMSTANCES SHALL SAP OR ANY OF ITS EMPLOYEES OR VENDORS OR CUSTOMER BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

11.3 The aforementioned liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, SAP.

11.4 The foregoing limitations of liability and exclusions from liability set forth in this Article 11 shall not apply (i) in cases of gross negligence or willful misconduct, (ii) to obligations of indemnity under Article 10 of this Agreement, (iii) to breaches of Article 12 of this Agreement or (iv) to fees owed under this Agreement.

Article 12 Confidentiality

12.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential, provided each party may disclose Confidential Information to its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

12.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

12.3 Customer shall not disclose the terms and conditions of this Agreement or the pricing contained herein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent

of the other, except that Customer agrees that SAP may use Customer's name in customer listings or as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation) at times mutually agreeable to the parties. SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Customer's business.

12.4 Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensee's products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

Article 13 Data Protection

13.1 Customer has and accepts the full responsibility for all personal data as 'controller' in terms of Art. 2 (d) of the EU Data Protection Directive 95/46/EC. To the extent personal data is stored and/or processed under this Agreement, SAP will adhere to Customer's instructions as a 'processor' in the terms of Art. 2 (e) of the EU Data Protection Directive 95/46/EC. Customer's instructions exceeding the scope of services offered by SAP will be at Customer's expense and subject to technical and organizational feasibility by SAP. SAP and Customer will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.

13.2 To the extent that personal data of Customer are being processed, SAP shall obligate its personnel entrusted with the processing of Customer's data to data protection and data secrecy in accordance with applicable law.

13.3 SAP is authorized to engage subcontractors for the processing of personal data to the extent necessary for fulfilling its contractual obligations under this Agreement. SAP shall obligate its subcontractors to obey all relevant data protection rules. In case that such subcontractor is located outside the EU, SAP shall provide for a level of data protection deemed adequate under EU data protection regulations.

13.4 Customer ensures that no legal requirements on Customer's side prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

Article 14 Miscellaneous

14.1 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.

14.2 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.

14.3 An Order Form may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Order Form.

14.4 The Service, Documentation and other SAP materials are subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service, Documentation or other SAP materials by Customer and/or its Affiliates.

14.5 This Agreement shall be governed by and construed under the laws of the Republic of China ("ROC") , without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and ROC law, rules, and regulations, ROC law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief available under applicable law to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and for the right of SAP to bring suit on an open account for any payments due SAP hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Taiwan, in accordance with the Rules of Conciliation and Arbitration of the ICC, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the English language by a panel of three (3) members, one member selected by SAP, one member selected by Licensee and the third member, who shall be chairman, selected by agreement between the other (2) members. The chairman shall be a solicitor, and the other arbitrators shall have a background or training in computer law, computer science, or marketing of computer industry products. The arbitrators shall have the authority to grant injunctive relief in a form substantially similar to

that which would otherwise be granted by a court of law. The parties agree that the arbitration proceedings and the outcome shall be kept strictly confidential and that obligations under this Article 14.5 shall survive termination or expiration of this Agreement. Customer must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within two (2) years from the date when Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

14.6 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 Customer at the addresses first set forth in the preamble to these General Terms and Conditions, any Order Form or registration form. Where in this Article 14.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

14.7 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.

14.8 This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer, 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 both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap or browsewrap end user agreement included in the Service (except for end user agreements governing third party products or services). Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement may not be assigned or transferred in whole or in part, including by operation of law, except that SAP may assign this Agreement to any affiliate of SAP or to an entity that acquires all or substantially all of SAP's or its affiliate's stock or assets. SAP may in its sole discretion sub-contract parts of the Service to third-parties.

14.9 The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form; (ii) the schedules, exhibits and appendices to the Order Form; (iii) and these General Terms and Conditions.

14.10 Customer understands and agrees that the Services may include communications such as service announcements and administrative messages from SAP or SAP's partners. Customer will not be able to opt out of receiving these service announcements and administrative messages while using the Site and Services and until Customer sends SAP a specific written notice requesting the termination of Customer's subscription and that Customer's details be eliminated from the Site and any mailing list.