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1.14 "SAP" means

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10.2 Exceptions. 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 disclosing party's 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.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement 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 Licensee agrees that SAP may use Licensee's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business.

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12. PERSONAL DATA.

12.1 Each party will carry out its obligations under the Agreement in accordance with the applicable law in the Territory implementing the European Union Data Protection Directive 95/46/EC and any other legislation applicable to personal data in the European Economic Area (EEA). To the extent that SAP exports or processes Licensee's personal data outside the EEA, it will ensure any such processing or export shall be on terms equivalent to those herein and SAP shall enforce such terms against the relevant subcontractors.

13. GENERAL PROVISIONS.

13.1 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.

13.2 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.

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

13.4 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, 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 Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

13.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Estonia, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Estonian law, rules, and regulations, Estonian 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.

13.6 Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination, shall be settled by arbitration in accordance with the following rules:

Estonia:
- the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry and in force at the time when such proceedings are commenced. The number of arbitrators shall be 3 (three). The arbitration referred above is the Arbitration Court of the Estonian Chamber of Commerce and Industry;

13.6.2 The language of arbitration shall be English. For the avoidance of doubt, any arbitration decision shall be final and binding and be confidential between the parties and not disclosed to any third party. If a dispute is brought before an ordinary court by the Customer, on SAP's request, the dispute shall be rejected by that court and submitted to a court of arbitration as set out above.
Notwithstanding the above, at the request of SAP, which request can be made by SAP at any time and in respect of any dispute, the parties shall instead submit to the exclusive jurisdiction of the courts of the country of residence of the SAP entity which the Customer has entered into an agreement with.

13.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered post and deemed duly given when delivered to the respective executive offices of SAP or Licensee at the addresses first set forth in any Software Order Form. Where in this section 13.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

13.7 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.

13.8 Entire Agreement. This Agreement constitutes 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 and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may only be modified in 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 Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.

13.9 Hierarchy. 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 Acceptance Form; (ii) the Schedules; (iii) the Use Terms; (iv) the EULA; and (v) the Software Order Form.