

SAP LEARNING GENERAL TERMS AND CONDITIONS

SAP UKRAINE

("GTC")

1. DEFINITIONS

- 1.1. "**Affiliate**" means any legal entity in which SAP and/or SAP SE, or Customer directly or indirectly holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that requirement is fulfilled.
- 1.2. "**Agreement**" means collectively, in order of precedence, the Order, these GTC and any documents incorporated within.
- 1.3. "**Certification**" means an online exam to ascertain a certain level of knowledge and proficiency in SAP subject areas.
- 1.4. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that is designated as confidential, internal and/or proprietary at the time of disclosure or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and/or the circumstances surrounding its disclosure.
- 1.5. "**Course**" means classroom training delivered live either physically in person or virtually via the Internet.
- 1.6. "**Customer**" means the company submitting an Order to SAP.
- 1.7. "**Export Laws**" means all applicable import, export control and sanctions laws, including but without limitation, the laws of the United States, the EU, and Germany.
- 1.8. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction or the possible creation, modification, correction, improvement or enhancement of the services provided to the Customer under the Agreement.
- 1.9. "**Intellectual Property Rights**" means patents of any type or other title to or right in an invention, copyright, right of authorship, mark, design or other industrial right, and all rights to exploit or use it.
- 1.10. "**Online Training**" means prerecorded training delivered virtually, e.g. SAP e-learning.
- 1.11. "**Order**" means either the SAP Learning order form, or the shopping cart on the SAP Learning web shop on <https://training.sap.com/>, which the Customer submits to SAP to procure the Training Event or Certification.
- 1.12. "**SAP**" means the SAP entity that has entered into this Agreement.
- 1.13. "**SAP SE**" means SAP SE, a parent company of SAP.
- 1.14. "**SAP Materials**" means any materials (including statistical reports) provided, developed or made available to Customer by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement. This includes but is not limited to the documentation and the delivery of any Training Event or Certification to the Customer. SAP Materials do not include Customer Confidential Information.
- 1.15. "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
- 1.16. "**Training Event**" means either a Course or Online Training, or both.

2. BASIS OF ORDER

- 2.1. SAP grants to Customer a non-exclusive, non-transferable right to use the Training Event(s) or/and Certification(s).
- 2.2. An Order, once finalized and submitted to SAP, constitutes an offer by Customer to participate in the Training Events or Certifications specified in the Order, subject to these terms and conditions. Such offer becomes a

binding agreement by SAP expressly confirming its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer identified in the Order.

3. REGISTRATION AND DATES

- 3.1. Customer shall ensure that the Order is delivered to SAP at least 1 week before the start date of any Training Event or Certification.
- 3.2. SAP shall be entitled to refuse the provision of any Training Event or Certification where:
 - a) such Training Event or Certification is fully booked; or
 - b) such Training Event or Certification is cancelled.
- 3.3. In the above cases, SAP shall advise Customer as soon as practicable, offering Customer a suitable alternative date or alternative Training Event or Certification, as appropriate. Where no suitable alternative date for Training Event can be found, SAP shall return to Customer any payment it has made for the Training Event. The provisions of this Section are the Customer's sole and exclusive remedy.

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

- 4.1. Customer requires internet access. Access to Online Training, virtual Courses and Certification is only available online via an internet connection. Online Training and Certification participants must have an appropriate user identification to gain access and all names must be provided to SAP as needed.
- 4.2. Certain Online Training, but not all, may provide a restricted download capability. As soon as Customer opens the file through the Customer's computer, the copy protection key is validated through the Internet, and Customer can access the Online Training. After the key has been validated, the file cannot be copied to another computer.
- 4.3. Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by e-mail.
- 4.4. Access to Online Training will be provided approximately 10 calendar days following the receipt of full payment for the Online Training. Access duration will start from the date the original access is established and last for the agreed duration detailed in the product description, Order or SAP Materials (as applicable).
- 4.5. Customer shall check the Online Training for completeness and notify SAP immediately in the event the Online Training is incomplete.

5. PRICE AND PAYMENT

- 5.1. Customer shall pay the price of the Training Event(s) or Certification(s) as stated in the then current SAP training catalogue and the Order. Unless otherwise so stated, all fees and other charges are subject to applicable Taxes, which will be charged in addition to fees under the Agreement. Any fees not paid when due shall accrue interest (penalty) in the amount of valid at the date of overdue double NBU bank-rate fee per day fee from overdue amount. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. The payment method must be established at the time of Order for Online Training and Certification or at the time of registration or scheduling for Courses.
- 5.2. SAP reserves the right in addition to pass on any charges:
 - a) relating to credit or charge card charge backs; and
 - b) for any handling fees incurred by SAP in relation to bookings made by credit or charge card.SAP will notify Customer of the relevant charges prior to issue of a confirmation invoice.
- 5.3. All standard published Training Event or Certification fees are on a per student basis. For Courses, these fees include the price for instruction and training documentation.
- 5.4. Parking fees, if any, are not included in the Course price.
- 5.5. Provided that the full Course material has been covered there will be no refund of the price of the Course, either in whole or in part, should the Course finish earlier than originally scheduled.

- 5.6. If Customer is using a purchase order as the payment method, SAP requires the purchase order number at the time of Order for Online Training or Certification or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to SAP to arrive no later than 10 calendar days before the start date of Course or the registration will be subject to cancellation.
- 5.7. Customer shall pay the full amount due prior to the start date of the Training Event or Certification. For Courses, payment must be received by SAP at least 14 calendar days prior to the start date of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than 14 days prior to the start date of the Course.

6. TRAVEL COSTS AND EXPENSES

Course participants must make their own arrangements for accommodations. A list of hotels can be provided for most locations. Any information is provided solely for convenience. Please be advised that SAP does not control, promote, endorse, or assume any liability of any kind for or relating to any aspect of the services provided by any hotels, including, without limitation, their shuttle bus or other transportation services or the acts or omissions of their officers, employees, contractors, or other agents. Any use of hotel services including, without limitation, their shuttle bus or other transportation is at the discretion of the Customer and solely a relationship between the Customer and the hotel or transportation provider. In no event, including where Courses are cancelled, will SAP be liable for any accommodation costs.

7. PREREQUISITES AND CUSTOMER RESPONSIBILITIES

- 7.1. Customer shall ensure that all Course or Certification participants fulfil any and all of the Course or Certification prerequisites as communicated by SAP. SAP reserves the right to exclude a participant from attending any Course or Certification due to disruptive conduct, failure to observe any of SAP's rules of participation or failure to attend the prerequisite class or classes for a particular Course or Certification. No refund of fees shall be paid to Customer in such circumstances.
- 7.2. If special physical access is required for people with disabilities during the Course, SAP Learning must be notified at least 14 calendar days in advance of the Course in order to allow SAP to assess the requirements.
- 7.3. All SAP facilities are non-smoking environments. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

8. CANCELLATION

- 8.1. SAP reserves the right to cancel any Training Event or Certification giving reasonable notice on legitimate reason. SAP shall inform Customer of such cancellation and offer Customer an alternative Online Training or Certification option or, for Courses, an alternative Course date or a full refund of the price paid, at SAP's sole discretion.
- 8.2. Customer may not cancel Orders for Online Training or Certification. Once such Order is confirmed there are no refunds or cancellations.
- 8.3. Customer may cancel its registration for any Course subject to the following cancellation fees:
 - a) no charge shall be made where notice of cancellation is received by SAP at least 15 calendar days prior to the start date of the Course;
 - b) 50% of the price shall be charged where notice of cancellation is received by SAP between 7 and 14 calendar days prior to the start date of the Course;
 - c) the full price of the Course shall be charged where notice of cancellation is received within 6 calendar days or less prior to the start date of the Course.
- 8.4. SAP will confirm all Course cancellations or rescheduling requests by e-mail. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by SAP prior to the start of the Course.
- 8.5. All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide SAP

with updated details. Please note that cancellation charges applied to the SAP Preferred Card will be based on the price as agreed by SAP for the Course.

- 8.6. In case a participant is extremely dissatisfied with a Training Event or Certification, it shall provide SAP with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within 30 calendar days of completion of the applicable Training Event or Certification. After receiving such notice, SAP may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. SAP will not consider a possible remedy if such notice is not received within the 30 calendar days set forth above.

9. AMENDMENT AND SUPPORT OF CONTENT

- 9.1. SAP reserves the right to amend the content of any Training Event or Certification without notice to Customer to correct errors or where, at the sole discretion of SAP, such amendment is deemed not to fundamentally change the content of such Training Event or Certification. Online Training may be updated with new products or new solution releases. Customer's license is provided for Online Training in effect at the time of Order placement. Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.
- 9.2. Support is available per the access confirmation in the event an Online Training participant is having difficulty with accessing the content only, but not for questions about the SAP software or other consulting or training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available from SAP separately and may be offered under a separate agreement.
- 9.3. Online Training does not include access to development or sandbox systems.

10. ADDITIONAL TERMS AND CONDITIONS

10.1. Learning Hub and Learning System Access

Orders of Learning Hub and Learning System Access services are in particular governed by the General Terms and Conditions for SAP Cloud Services and the SAP Learning Hub and SAP Learning System Access Supplement, copies of which can be found at <http://www.sap.com/agreements> (SAP Cloud Services Customers > Find General Terms and Conditions; or SAP Cloud Services Customers > Find Product Supplement).

10.2. Certification

Orders for Certification are also in particular governed by the SAP Learning Conditions for Participation Certification Program and SAP Service Description for Certification in the Cloud Volume Package which can be found at <http://www.sap.com/agreements> (SAP Services Agreements > SAP Learning – Certification or Certification in the Cloud, Volume Package).

10.3. Health and Safety

For Courses that are delivered on site, additional health and safety measures may be applicable. If SAP requires additional health and safety measures it will inform Customer in advance of the Course via email. Non-compliance with any additional health and safety measures will be considered a cancellation by Customer.

11. TERM AND TERMINATION

11.1. Term

The Agreement becomes effective as of the date of the express Order confirmation by SAP ("**Effective date**") in accordance with Section 2.2 and shall continue until all services under the Order are completed unless terminated earlier in accordance with these GTC ("**Term**").

11.2. Termination of Agreement

11.2.1. Either party may terminate the Agreement:

- a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured such breach during the 30 day period.

- b) immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Section 15 of these GTC.
- 11.2.2. SAP may terminate the Agreement immediately if Customer breaches 14, 18.2. or 18.4.
- 11.2.3. Termination for good cause remains unaffected.
- 11.3. Effect of Termination

Upon any termination hereunder, Customer and its Affiliates shall immediately cease all use of SAP Materials and Confidential Information. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer, unless otherwise stipulated in this Agreement. Termination shall not relieve Customer from its obligation to pay fees that remain unpaid.

12. THIRD PARTY CLAIMS

If a third party claims that Customer's use of the Training Event or SAP Materials in accordance with the terms and conditions of the Agreement infringes its intellectual property rights, Customer must fully inform SAP in writing without delay. If Customer ceases to use the contractual Training Event or SAP Materials to mitigate loss or for other just reason, Customer must notify the third party that such cessation does not imply any recognition of the claimed infringement. Customer shall conduct court proceedings with the third party only with SAP's agreement or shall authorize SAP to assume sole conduct of the dispute. This applies mutatis mutandis in cases where a third party makes claims against SAP that are due to acts by Customer.

13. LIABILITY

- 13.1. SAP's liability in contract, tort, and otherwise for loss including but not limited to loss of profit, is subject to the following provisions:
 - 13.1.1. In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, SAP's liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, SAP's liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.
 - 13.1.2. In other cases: SAP is not liable except for breach of a major obligation and only up to the limits in the following subsection. A breach of a major obligation in the meaning of this section 13.1.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Customer could legitimately rely upon its fulfillment.
- 13.2. Liability in cases under section 13.1.2 is limited to € 25,000 per incident and limited in total to € 50,000 for all claims arising out of the contract.
- 13.3. In the case of Course being delivered remotely using the Customer's network infrastructure and the Citrix Secure Gateway to access SAP's standard training systems located at an SAP site, SAP will support Customer in testing Customer's network infrastructure prior to delivery of the Course. Customer shall be solely responsible for any resulting adverse effects on Course delivery due to network and/or access issues during the Course.
- 13.4. Disclaimer

Except as expressly provided in the Agreement, neither SAP or its subcontractors or licensors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining the Training Event or Certification.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. SAP Ownership
 - 14.1.1. Customer only receives a right to use Training Events and/or Certification pursuant to the terms hereof.

14.1.2. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of the Training Event(s) or Certification(s) and other SAP Materials.

14.1.3. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

14.2. Protection of Rights

Except for any rights expressly granted to Customer under the Agreement Customer shall not:

- a) copy, translate, disassemble, decompile, make derivative works, reverse engineer or be permitted to modify Training Event(s) or Certification(s) or any SAP Materials (or attempt any of the foregoing);
- b) circumvent or endanger the operation or security of Training Event(s) or Certification(s); or
- c) remove SAP's copyright and authorship notices.

14.3. Use of SAP Materials

Every person using SAP Materials must be licensed under these terms and conditions for accessing, downloading, or using the SAP Materials. Employees and others who have access to the SAP Materials must be informed of SAP's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the SAP Materials that have been made available to the Customer or Training Event or Certification participants, to prevent their misuse. Customer is permitted to use the SAP Materials only for its own internal training purposes and only for those who have licensed the relevant Training Event or Certification. SAP Materials are confidential and proprietary information of SAP and Customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

14.4. Consequences of Breach

14.4.1. Customer is not entitled to copy or distribute SAP Materials download online products, links, S-Users, or passwords among non-licensed persons.

14.4.2. SAP is entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

14.4.3. In the event Customer breaches any provision of this Agreement and fails to cure such breach within a reasonable time (in any case no more than 10 days) after receipt of written notice from SAP, SAP shall have the right to immediately terminate this Agreement and Customer's right to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

15. CONFIDENTIALITY

15.1. With respect to any Confidential Information of the disclosing party obtained prior to and in the course of the performance of the Agreement, the receiving party shall :

- a) maintain all Confidential Information of the disclosing party in confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care;
- b) not disclose or reveal any Confidential Information of the disclosing party to any third party only to the extent this is necessary to enable the receiving party to exercise its rights or perform its obligations under the Agreement and who is under obligations of confidentiality substantially similar to those in this section 15;
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
- d) where technically feasible, retain any and all confidential, internal or proprietary notices or legends which appear on the original and on any reproductions.

15.2 Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other facts relating thereto to any third party.

15.3 Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section.

15.4 Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

15.5 The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- a) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information;
- b) has become generally known or available to the public through no act or omission by the receiving party;
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
- d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
- e) the disclosing party agrees in writing is free of confidentiality restrictions.

15.6 Destruction and Return of Confidential Information

Upon the disclosing party's request or the effective date of expiration or termination of the Agreement, except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however that:

- a) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and
- b) the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

15.7 Publicity

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that SAP may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with SAP.

16. DATA PROTECTION AND PRIVACY

16.1. Information as to how SAP is using personal data where its acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with SAP) can be found in the SAP Learning Privacy Statement at <https://training.sap.com/about/legal/privacy>.

16.2. Where SAP is processing personal data on behalf of the Customer (e.g. where SAP is registering participants for a Training Event or Certification on behalf of the Customer), the terms of SAP's Data Processing Agreement available at <https://www.sap.com/about/trust-center/agreements/services.html> and can also be provided by

SAP at the request of the Customer, shall apply and which is made part of this Agreement and executed by the Customer and SAP by entering into the Order.

17. FEEDBACK

Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in its sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

18. MISCELLANEOUS

18.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

18.2. Trade Compliance

18.2.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Materials and Confidential Information are subject to Export Laws. Customer, its Affiliates and authorized users shall not directly or indirectly export, re-export, release, or transfer SAP Materials and Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws, including obtaining any required export authorizations if Customer exports or re-exports SAP Materials. Customer must not use the Software or SAP Support from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea)), the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) and Syria.

18.2.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. SAP may immediately terminate Customer's right to use the affected Training Event or Certification upon written notice to Customer if:

- a) the competent authority does not grant such export authorization within 18 months, or
- b) Export Laws prohibit SAP from providing the Training Event or Certification to Customer.

18.3. Notices

All notices will be in writing and given when delivered to the address set forth in the Order. Notices from SAP to Customer may be in the form of an electronic notice (email) to the Customer's authorized representative or administrator.

18.4. Assignment

Without SAP's prior written consent, subject to the provisions of the applicable law, Customer may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any third parties. SAP may assign the Agreement to SAP SE or any of its Affiliates.

18.5. Subcontracting

SAP may use subcontractors to provide all or part of Training Event(s) or Certification(s) under the Agreement. SAP is responsible for breaches of the Agreement caused by its subcontractors in relation to SAP Learning services and the performance of any subcontractor to the same extent as if it would be performed by SAP.

18.6. Relationship of the Parties

The parties to the Agreement are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

18.7. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

18.8. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of Ukraine. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

18.9. Jurisdiction

In the event a dispute arises out of or in connection with the Agreement, its breach, termination or validity the Parties shall attempt in the first instance to resolve such dispute through negotiations. If the disputes or discrepancy cannot be resolved in this manner then they are subject to resolving initially by pre-trial method through sending each other the respective claim, then the decision as to the above disputes or discrepancy is taken by Court. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Agreement (including any dispute regarding the existence, validity or termination of this Agreement) ("Dispute") is commercial court of Ukraine. The Parties agree that the Commercial court of the city of Kyiv are the most appropriate and convenient court to settle Disputes and accordingly no Party will argue to the contrary.

18.10. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under the Agreement. Terms and conditions of any Customer issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.