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B. Governing Law. This Agreement will be governed and construed in accordance with the laws of the Portuguese Republic. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state courts located in the city of Oeiras and the parties hereby consent to personal jurisdiction and venue therein. The applicable law shall apply without regard to conflict of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

C. Export Control. This Agreement may be subject to export control laws, regulations, and other restrictions of the United States (including, but not limited to, the U.S. Export Administration Regulations (the "EAR")), United Kingdom, or the European Union regarding export or re-export of computer software and technology. Licensee agrees to comply with all applicable export control laws, regulations, and restrictions, including the EAR, where applicable.

D. Entire Agreement. The applicable Product Order and this Agreement including the applicable ALA, constitutes the complete and exclusive statement of agreement between the parties relating to the license for the Licensed Products and supersedes all prior proposals, communications, purchase orders, and agreements (including, without limitation, Other Agreements), without need for a mutually executed amendment to any such Other Agreement. Any conflicting terms and conditions shall be resolved according to the following order of precedence: the applicable Product Order, the applicable ALA, and then this Agreement in all other respects.

E. Amendment. No representation, supplement, modification, or amendment of this Agreement will be binding on either party unless executed in writing by duly authorized representatives of both parties (excluding any distributor or reseller of Enterprise Open) to this Agreement.

F. Waiver. No waiver of any right under this Agreement will be effective unless in writing and signed by authorized representatives of both parties (excluding any distributor or reseller of Licensor). No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

G. Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

H. No Reliance. Each party acknowledges that in entering into this Agreement it has not relied on any representations, agreements, warranties or other assurances (other than those repeated in this Agreement) and waives all rights and remedies which but for this Section 17 would be available to it.