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4.1.2. a Request, Price Offer or Purchase order is presented to the other Party;

4.1.3. delivery of License Key to Licensee;

4.1.4. receipt of Invoice by Licensee;

4.2. At the moment of occurrence of any of the events listed in Section 4.1, a set of terms and conditions of Agreement, which govern the corresponding effects and consequences, becomes applicable.

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14.2.1. a change in legislation in force or a change in interpretation of legislation in force;

14.2.2. new developments in information technology or any means of software or hardware and other technological advances that allow Elvior to enhance the quality and security of providing any goods or services via its web site and Online Customer Support;

14.2.3. Elvior brings to market a new Software product, License or Support service or stops the supply of an existing Software product, License or Support service;

14.2.4. constant complaints from Licensees;

14.2.5. a court order or decision or an administrative act or operation that obliges Elvior to amend Agreement;

14.2.6. a need to improve protection of personal data;

14.2.7. changes in Elvior's organisation of work or distribution network,

14.2.8. other circumstances which create the need to update or enhance the terms and conditions of Agreement.

15. TERMINATION

15.1. Agreement may be terminated:

15.1.1. by either Party in breach of Agreement by the other Party, if the infringement has not been stopped or removed during 30 (thirty) calendar days after receipt of a notice from the aggrieved Party asking to do so;

15.1.2. immediately by Elvior or Reseller if Licensee breaches its obligations under Section 3 of Agreement.

15.1.3. immediately by notice from either Party, if the other Party becomes insolvent, bankrupt or makes an assignment for the benefit of creditors;

15.1.4. if Elvior or Reseller does not receive the relevant payment(s) from Licensee or Reseller (as applicable) in accordance with Payment Terms.

15.2. Licensee may terminate Agreement at any time by deleting or destroying all copies of Software and Documentation or returning all existing copies of Software and Documentation on media to Elvior and immediately notifying Elvior or Reseller of such termination.

15.3. Upon termination of Agreement, Licensee must:

15.3.1. (a) uninstall or destroy Software within 5 (five) calendar days after the end of Validity Period, or (b) return Software to the person or entity from whom Licensee obtained the Software, or (c) contact Elvior, or Reseller for further instructions if none of the aforementioned measures is available or cannot be succeeded;

15.3.2. pay any amounts owed to Elvior under Agreement;

15.3.3. discharge any liability incurred before termination of Agreement;

15.3.4. continue discharging its duties under Sections 3, 10 and 11 of Agreement.

15.4. On expiration or termination of Agreement, the obligations of Licensee to pay amounts owed to Elvior and to discharge any liability incurred before expiration or termination will survive, together with the provisions of Sections 8, 10, 12 of Agreement.

16. NOTICES

16.1. All notices, consents, approvals and communications given under Agreement will be delivered:

16.1.1. to Elvior by email to elvior@elvior.com or via Online Customer Support;

16.1.2. to Licensee by email to Authorised Email Account or via Online Customer Support;

16.1.3. to Reseller by email to the corresponding electronic mail address identified in Elvior's home page at www.elvior.com or Reseller's home page or via Online Customer Support.

16.2. If Written Form is indicated as necessary in Agreement, then the requirement of written form shall prevail over requirements listed in Section 16.1.

17. NATURE OF RELATIONSHIP

17.1. Parties are independent contractors. Under no circumstances will the employees of one Party be deemed the employees of the other. Agreement does not grant authority for either Party to act for the other in an agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other.

17.2. Nothing herein shall be construed to place Parties in a relationship of partners or joint ventures, or of agency, and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

17.3. If Licensee ordered Software through, or interacted with, a reseller, that reseller is not Elvior's agent and is not authorized to make any representations, conditions or warranties on Elvior's behalf nor to vary any of the terms of conditions of Agreement.

18. RESOLVING DISPUTES

18.1. Any dispute, controversy or claim arising out of or relating to Agreement will be finally resolved in Harju County Court, the Republic of Estonia.

18.2. No action will be brought against Elvior more than 18 (eighteen) months after cause of action first arises.

19. APPLICABLE LAW

19.1. Agreement will be governed by and construed in accordance with the laws of the Republic of Estonia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.