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9.2 Confidential Information shall not include information that (a) is or becomes public without violation of this Agreement; or (b) was known by Licensee prior to AF's disclosure of such information to Licensee as evidenced by written records; or (c) is disclosed to Licensee without any obligation of confidentiality by a third party lawfully in possession of such information.

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## **11. General Provisions**

11.1 Any provision of this Agreement held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.

11.2 Data Protection: Licensee agrees that AF stores and uses all data and information required for or resulting from the business relationship between the parties (including but not limited to contractual documents and information about Licensee and Licensee's auxiliary persons) as necessary for due performance of AF's obligations under this Agreement. Such data may be stored and used in and outside Licensee's country of incorporation and it may be disclosed to affiliated companies of AF for providing services, fulfilment of legal requirements or for AF internal audit and/or supervisory requirements; this in compliance with AF's applicable Privacy Policy as available under <http://www.autoform.com/en/legal/> and with applicable data protection law.

11.3 Any provisions which by their nature may be reasonably inferred to have been intended to survive termination shall survive as enforceable rights and obligations.

11.4 This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party.

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