

Appendix B

Trademark License

Article 1 Subject Matter

1. SAP is the owner of the trademark SAP, registered for international classification numbers 09, 16, 18, 25, 28, 38, 41, and 42. The trademark appears as part of the appropriate SAP tagline as shown in Annex 1.
2. SAP is willing to grant Vendor a license for the use of the said trademark as part of the appropriate SAP tagline subject to the provisions of this Agreement.

Article 2 Grant

1. SAP grants to Vendor a revocable, nonexclusive, nontransferable license to use said trademark as part of the appropriate SAP tagline, provided that Vendor is permitted to use the SAP trademark as visually non accentuated words "SAP® Certified Integration" (see Annex 1) only in connection with the certified Interface Software release.
2. Vendor is permitted to use the trademark in accordance with Article 2 and in accordance with the then current version of the SAP Trademark Usage Guidelines contained in the "SAP Partnering Guide".
3. Vendor is not permitted to grant sublicenses. The license is nontransferable.
4. In its use of the trademark Vendor will observe SAP's directions concerning the colors and size of the trademark.

Article 3 License Fees

No fee is payable for permission to use the trademark in accordance with Article 2.

Article 4 Upholding of SAP's Rights

1. Vendor shall not contest the validity of the said trademark or support the contesting of its validity and shall not derive any right against SAP through its use of the said trademark. In its use of the trademark Vendor shall indicate in a footnote that it is a registered trademark of SAP. In this context Vendor acknowledges that SAP is the sole owner of rights in the said trademark. Vendor undertakes to make all those declarations and provide all those documents for the benefit of SAP as SAP may require in the prosecution of its rights in the said trademark.
2. Vendor shall without delay inform SAP in writing of any contesting of SAP's rights in the said trademark. It is SAP's exclusive right but it is not SAP's duty to take steps or bring actions in respect of infringements. In this connection Vendor undertakes to accord every necessary support.
3. Vendor is not appointed SAP's agent. It shall therefore not represent or bind SAP or in any way hold itself out to be or allow the impression to arise that it is SAP's agent.
4. Except with the written agreement of SAP, Vendor shall not assign or transfer this Trademark License or any right or duty under this Appendix. Breach of this provision shall be good reason for SAP to terminate this Agreement with immediate effect.