

**Article 5        Indemnification**

Vendor undertakes to indemnify and hold harmless SAP in respect of any claim made or action brought against SAP and any loss and any expense incurred by SAP arising out of Vendor's wrongful acts or omissions with respect to the use of the trademark.

**Article 6        Term and Termination**

1. This Trademark License becomes effective when:
  - (a) the interface certification process has been successfully completed and
  - (b) Vendor is in accordance with the terms of this Agreement.
2. SAP may terminate this Trademark License by giving two weeks' notice to the end of a calendar month.
3. Vendor shall cease using the mark without delay when termination notice is given on this Trademark License or when Agreement expires or is terminated.

**Article 7        Miscellaneous Provisions**

1. Amendments and additions to this Appendix must be made in writing. There are no oral collateral agreements.
2. If any provision of this Appendix is or shall become ineffective or void, this shall not affect the remaining provisions. The parties hereto shall replace the ineffective or void provision with an effective and lawful provision that achieves as nearly as possible the business purpose of the ineffective or void provision. The parties shall similarly fill any drafting gap with an appropriate provision.
3. This Agreement shall be governed by and construed under Pennsylvania law. Vendor consents to the jurisdiction of any federal or state court sitting in Delaware County, Pennsylvania for all claims, suits, or actions arising under this Agreement.