

In the event of a release change to the Software and the SAP Interface SAP may offer interface re-certification of the Interface Software.

SAP will provide the consulting and interface certification test services for such an interface re-certification at its then current conditions and for its then current interface certification fee. Any additional time required of SAP, beyond these services, will be billed at SAP's then current consulting rate. Necessary or agreed upon travel and subsistence expenses will also be charged to Vendor.

10.2 Vendor Change of Third-Party Software Product and Interface Software Release

In the event Vendor desires to obtain SAP Interface certification for a new release of its Third-Party Software Product and Interface Software independently from a release change of the particular Software and SAP Interface, Vendor may apply for interface re-certification with SAP.

SAP will provide the consulting and interface certification test services for such an interface re-certification at its then current conditions and for its then current interface certification fee. Any additional time required of SAP, beyond these services, will be billed at SAP's then current consulting rate. Necessary or agreed upon travel and subsistence expenses will also be charged to Vendor.

10.3 Change of Vendor's Third-Party Software Product and/or Interface Software Name

In case Vendor changes the name of the Third Party Software Product and/or the name of the Interface Software, a re-certification is required.

SAP will provide the consulting and certification test services for such an interface re-certification at its then current conditions and for its then current interface certification fee. Any additional time required of SAP, beyond these services, will be billed at SAP's then current consulting rate. Necessary or agreed travel and subsistence expenses will be also charged to Vendor.

11. Proprietary Rights

- 11.1 Vendors acknowledges that title to all intellectual property rights, including patent, trademark, copyright, and trade secret rights (and title to all copies of and all media bearing) and all ownership rights in the Software, SAP Interface, and Documentation, are and shall remain in SAP. Vendor agrees that it does not obtain any rights in the Software, SAP Interface, or Documentation by virtue of this Agreement.
- 11.2 As between Vendor and SAP, Vendor shall retain title to all intellectual property rights, including patent, trademark, copyright, and trade secret rights (and title to all copies of and all media bearing), and all ownership rights in and to the Third-Party Software Product and Interface Software, except to the extent it incorporates any components of the Software and/or the SAP Interface, which shall remain the Confidential Information of SAP.
- 11.3 Vendor and SAP agree to take reasonable steps and the same protective precautions to maintain the confidentiality of the Confidential Information as with their own proprietary and confidential information of a similar nature. Either party shall not, without the disclosing party's prior written consent, disclose, provide, or make available any of the Confidential Information in any form to any person, except to employees and consultants of the receiving party whose access is necessary to enable the receiving party to exercise its rights under this Agreement, provided such consultants are under non-disclosure obligations substantially the same as those specified herein with respect to the Confidential Information. The receiving party agrees to keep confidential and protect from unauthorized disclosure by its employees, agents, or any person with access to the Confidential Information of the disclosing party, the contents of such Confidential Information. Confidential Information includes the terms of this Agreement and the subject matter hereof.