

- 11.4 Vendor agrees, with respect to the Software, SAP Interface, Documentation, literature, and other SAP related materials, that as the case may be, Vendor shall not copy, translate, disassemble, or decompile, nor create or attempt to create by reverse engineering or otherwise the source code from the object code, or to use such items to create derivative works, or for any purpose other than specifically stated herein, unless so authorized in advance, in writing, by SAP. All updates, replacements, revisions, enhancements, additions, or conversions to such SAP items specified above shall be subject to the provisions as stated herein.
- 11.5 SAP agrees, with respect to the Third-Party Software Product and Interface Software, its documentation, literature, and other Vendor related materials, that as the case may be, SAP shall not copy, translate, disassemble or decompile, nor create or attempt to create by reverse engineering or otherwise the source code from the object code, or to use such items to create derivative works, or for any purpose other than specifically stated herein, unless so authorized in advance, in writing, by Vendor. All updates, replacements, revisions, enhancements, additions, or conversions to such Vendor items specified above shall be subject to the provisions as stated herein.
- 11.6 The parties hereto acknowledge the high value of each other's trademarks and service marks, wherever used or registered. Neither party shall acquire any rights in or to marks of the other party except as provided under this Agreement.

12. Sales Cooperation

- 12.1 Any customer requesting information from SAP on specific Interface Software which has already been certified by SAP, may be provided by SAP with the specific requested information (e.g. product description). Any customer requesting general information on certified Interface Software may be provided by SAP with the entire list of Interface Software which have been certified by SAP to date.
- 12.2 Without prior written consent from SAP, Vendor is not permitted to render any information concerning SAP software license terms, Software, SAP Interface or any other issues related to SAP products, except as expressly stated herein. Vendor shall refer any customer requiring such information to SAP.

13. Customer Support

- 13.1 Vendor agrees to provide competent and professional technical support for the Interface Software. Vendor agrees to ensure that it has an adequate number of qualified technical personnel with the proper skill, training, and background to enable them to provide appropriate advice and consulting support to SAP Licensees as may be required to facilitate the use of the Interface Software, including release management and migration support as necessary.
- 13.2 Vendor shall name one or more qualified employees in Appendix C who shall be responsible for all support and service issues which SAP Licensees forward to SAP regarding the Third-Party Software Product or the Interface Software. Vendor shall provide SAP with prompt written notice of any changes to this list.
- 13.3 To solve SAP Licensees support and service issues it may be necessary to run specific tests for the Third-Party Software Product and the Interface Software in conjunction with the Software and SAP Interface. These tests are performed at designated SAP's facilities, unless otherwise specifically agreed. Vendor will install the Third-Party Software Product and the Interface Software as well as the related necessary hardware components and will provide personnel necessary for the tests at its own expense.

14. Termination

- 14.1 This Agreement may be terminated by either party upon sixty (60) days written notice addressed as listed in Section 19.7, provided that Vendor is not in default of its obligations. If Vendor is in default, SAP can terminate this Agreement after 30 days cure opportunity.