

14.2 Upon any termination of this Agreement:

- (a) each party shall promptly return to the other party or dispose of as mutually agreed all advertising materials and other properties, including all Confidential Information, furnished to it by the other party pursuant to this Agreement and so certify in writing; and
- (b) both parties shall cease acting in a manner that would suggest any continuing relationship between the parties regarding use of Software and SAP Interface with Third-Party Software Product and Interface Software and shall cease all display and advertising contemplated under this Agreement.

14.3 This Agreement shall terminate two (2) years after SAP decides to render no further maintenance of the SAP interface. SAP will inform Vendor hereof.

## **15. Indemnification**

15.1 Vendor agrees to indemnify and hold SAP and its affiliates harmless from and against any third party claims and all related losses, liabilities or damages of any kind or nature, including reasonable attorney's fees and costs of litigation, resulting from the use or operation of Vendor's Third-Party Software Product or Interface Software as contemplated by this Agreement.

15.2 Vendor shall indemnify and hold SAP harmless from and against all losses claims, liabilities, damages, and costs, including reasonable attorney's fees, of defending and resolving any claim or suit arising from alleged infringement by the Interface Software or Third-Party Software Product of any patent, copyright, trademark, trade secret, or unfair competition rights of a third party.

15.3 SAP agrees to indemnify and hold Vendor and its affiliates harmless from and against any third party claims and all related losses, liabilities, or damages of any kind or nature, including reasonable attorney's fees and costs of litigation, directly resulting from the use or operation of the Software and SAP Interface as contemplated by this Agreement.

15.4 The party seeking indemnification shall promptly notify the indemnifying party of the claim for which indemnification is being sought and shall allow the indemnifying party to control the defense or settlement of such claim, and shall provide reasonable cooperation in such defense or settlement.

## **16. Error Procedure**

Should Interface Software errors occur, despite certification, both parties will be required to take the appropriate action. If the error is the fault of SAP, SAP shall be obliged to rectify it. If the error is the fault of Vendor, Vendor shall be obliged to analyze and rectify the error with the aid of SAP service systems. All other rights are excluded.

## **17. Limitation of Liability**

17.1 ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL SAP BE LIABLE TO VENDOR OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID CERTIFICATION FEES SET FORTH IN SECTION 7.2 HEREIN, OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Agreement allocate risks between SAP and VENDOR. The certification fees reflect the allocation of risk and the limitations of liability herein.

17.2 Further, SAP shall not be liable for any damages of any kind regarding a claim under this Agreement if Vendor does not submit such claim to SAP within one year of when Vendor becomes aware of such claim.