

- 17.3 SAP makes no warranty or representation of any kind regarding the continued compatibility of the Software with any approved or certified Third-Party Software Product or Interface Software.

18. Relationship of Parties

- 18.1 Vendor and SAP are independent contractors acting for their own account, and neither party or its employees are authorized to make any representation otherwise or any commitment on the other party's behalf unless previously authorized by such party in writing. Neither party is responsible to any end user for the quality of services or products provided by the other party. Each party is solely responsible for establishing the license fees for its own products.
- 18.2 Neither party is a distributor or agent for the products or services of the other. Each party's products and services shall be available to a prospective client only through separate agreement between that party and the client. Each party shall independently develop and price its respective products and services offered between such party and a client.
- 18.3 It is understood and agreed upon by the parties hereto, that during the term of this Agreement, the use of the terms "vendor", "cooperation", "partnership" or similar terms to be used to describe the relationship between the parties under this Agreement refer to the spirit of cooperation between Vendor and SAP, and do not describe, or expressly or by implication create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.
- 18.4 SAP reserves the right to enter into relationships or agreements with other third parties regarding products for use in the SAP environment, including, but not limited to products competitive with the Third-Party Software Product and the Interface Software, provided however, in no event may Vendor's Confidential Information be used or disclosed in connection with such other projects.
- 18.5 Vendor reserves the right to enter into relationships or agreement with other third parties regarding products for use in the Vendor's environment, including, but not limited to products competitive with SAP Systems, provided however, in no event may SAP's Confidential Information be used or disclosed in connection with such other projects.

19. General

- 19.1 This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Vendor regarding certification of the Interface Software, and all previous representations are merged in this Agreement. This Agreement may be modified only by a written amendment signed by both parties. This Agreement prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any document submitted by either party regarding the subject of this Agreement.

Upon execution of this Agreement, all prior agreement(s) related to this subject matter shall be deemed terminated in their entirety.

- 19.2 If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 19.3 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In case any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, geographical scope, activity, or subject, such provision shall be construed by limiting and reducing it in accordance with a judgment of a court of competent jurisdiction, so as to be enforceable to the extent compatible with applicable law. The same is applicable to possible amendments hereof.