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* Licensee: the party downloaded the Licensor Product
* Licensor Product: SAP Profit Center Creation

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**6. Limitation of** **Liability**

The Licensor shall not be liable to the Licensee for any loss of profits or income or savings, loss of data, or consequential, incidental, special, punitive or indirect damages incurred by Licensee arising out of this Agreement (whether in an action in contract or tort or based on a warranty), even if such party has been advised of the possibility of such damages. In no event shall Licensor’s aggregate liability for direct damages under this Agreement shall exceed $100 (USD Hundred only).

**7. Indemnity**

Licensee shall indemnify and hold Licensor harmless from and against all and any damages, costs losses and liabilities and fees incurred (including attorneys’ fees) and agrees, at its expense, to defend or, at its option, to settle, any awarded or settled claim or action brought against Licensor pursuant to breach of this Agreement.

Licensee shall not enter into any settlement agreement, consent decree or other consensual arrangement that will bind Licensor without Licensor’s consent, which consent will not be unreasonably withheld.

**8. Termination**

1. The Licensee may terminate this Agreement by uninstalling the Licensor product.
2. Licensor may terminate this Agreement immediately if the Licensee breaches any of its obligations under this Agreement.

**9. Effect of termination**

All rights and licenses granted hereunder by Licensor shall immediately revert to Licensor and Licensee shall immediately

1. Cease using or uninstalling the Licensor Product, in any manner and all copies and portions of each in any form.
2. at Licensor’s option, either return to Licensor or destroy all copies of the Licensor Product in any form, erase from all computer, electronic or other storage devices or otherwise destroy all images and copies thereof, and

Termination of this Agreement shall not preclude a party from pursuing any available legal or equitable remedies, including injunctive relief, in connection with the other party’s material breach of any of its obligations under this Agreement.

**10. Survival**

Sections 1, 3, 4, 5, 6, and 7 shall survive any termination or expiration of this Agreement or as mentioned in that section.

**11. Miscellaneous**

1. **Independent Contractors:** The parties are independent contractors and nothing in this Agreement is intended to create or constitute any partnership, joint venture or other formal business association. Neither party shall have the authority or power to act as the agent of the other party or to make any representations or warranties on behalf of the other party in any respect whatsoever whether express or implied or otherwise to bind or obligate the other party without its prior written consent
2. **Modifications Waiver**: This Agreement may not be modified or amended except by a written instrument signed by both parties. The delay or failure of a party to enforce a provision in respect of any breach shall not be interpreted to be a waiver of that provision or any other provision or its right to enforce such provision or any other provision in respect of any other breach.
3. **Assignment:** Licensee shall not assign or transfer this Agreement or any of its rights or obligations hereunder.
4. **Entire Agreement**: This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, statement, representation or condition, whether oral or written.
5. **Governing Law:** This Agreement is governed by the laws of England, without reference to its conflicts of law rules. Any legal action for breach of this Agreement or any other relationship between the Parties, as permitted by and in conformity with the requirements of this Agreement, must be commenced within one (1) year after the cause for such action arises.
6. **Dispute Resolution:** Either Party may initiate a dispute by giving written notice to the other Party setting out the nature of the dispute, together with relevant supporting documents. Executives of both parties will use reasonable endeavors to resolve the dispute amicably. If the dispute remains unresolved for thirty (30) business days following receipt of the notice, the dispute shall be escalated to senior executives of the Parties who shall attempt in good faith to resolve the dispute.
7. **Arbitration:** In the event the dispute is not settled as per the above Section, then, such dispute shall be referred to and finally determined by arbitration administered by London Court of International Arbitration (“LCIA”) in accordance with the LCIA Rules. The tribunal shall consist of a sole arbitrator unless the Parties mutually stipulate in writing to three (3) arbitrators. The seat or place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The tribunal may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney’s fees of the prevailing party. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
8. **Interpretation**: If any provision of this Agreement is declared illegal, invalid or unenforceable, such provision shall be reformed to the extent consistent with the intent of the parties in entering into this Agreement so as to be valid and enforceable. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together shall constitute one and the same instrument.
9. **Force Majeure:** If the performance of this Agreement or any obligation hereunder (other than the payment of money) is prevented, restricted or interfered with by any act of God, strike or other labor dispute, riot, act of war, governmental regulation imposed after the fact, communication line failure, power failure, fire, or other disaster etc. (Hereinafter referred as Force Majeure). The party so affected shall be excused from such performance to the extent of such prevention, restriction or interference.

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