herein), together with the Schedules and Exhibits hereto and the Confidentiality Agreement, contain the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to herein or therein. Except for Sections 7.2, 7.3, 8.4, 8.7, 11.3 and 11.4, which are intended to benefit, and to be enforceable by, any of the Seller Indemnified Parties and the Buyer Indemnified Parties, as the case may be, this Agreement is not intended to confer upon any Person not a party hereto (other than the parties' respective successors and assigns as permitted by Section 13.6) any rights or remedies hereunder. Nothing in this Agreement is intended to relieve or discharge the obligation of any third Person to (or to confer any right of subrogation or action over against) any party to this Agreement.

Section 13.4 Expenses. Except as set forth in this Agreement, whether or not the Asset Purchase is consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. If the Asset Purchase is consummated all sales, transfer, deed, duties, stamp, notary public and other similar taxes, duties and transfer fees applicable to the transactions contemplated by this Agreement shall be shared equally by and between Buyer and Seller.