

CRYSTAL REPORTS 10 PROFESSIONAL AND STANDARD LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CRYSTAL DECISIONS FOR THE CRYSTAL DECISIONS SOFTWARE PRODUCT IDENTIFIED ABOVE, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION (“SOFTWARE”). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS (“AGREEMENT”). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. **GRANT OF LICENSE.** Crystal Decisions grants you a nonexclusive and limited license to use the Software functionalities for which you have paid Crystal Decisions’ fees, solely for your internal business purposes and in accordance with the terms and conditions of this License Agreement. The Software is licensed, not sold, to you. If you acquired this product bundled or in combination with a third party product, you may only use the Software with the third party product as described in section 3.4 (“OEM License”) below. This license does not apply to any edition of Crystal Enterprise or other promotional software provided with the Product, which is governed by the online software license agreement included with that software.

“Crystal Decisions” refers to (a) Crystal Decisions, Inc. or its successor if you acquired the Software in the United States; (b) Crystal Decisions Corporation or its successor if you acquired the Software in Canada; and (c) Crystal Decisions (Ireland) Limited or its successor if you acquired the Software outside the United States and Canada.

2. **INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses ordered by you. You may also install the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Crystal Decisions may control the number and type of licenses and the use of the Software by key codes.

3. LICENSE TYPES.

- 3.1 **Named User License.** The Software is licensed to you as Named User Licenses. Each individual user must be specifically identified as the sole holder of a Named User License. The sharing of licenses is expressly prohibited and is a material breach of this Agreement. A Named User License may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software. A Named User may install and use the Software on more than one computer provided that the Named User is the exclusive user of the Software on all computers.
- 3.2 **Upgrade License.** To use Software identified as an upgrade, the Named User must first be licensed for the product identified by Crystal Decisions as eligible for the upgrade (“Previously Licensed Product”). The Named User may continue to use the Previously Licensed Product if it is a Crystal Decisions Product, but may not transfer or permit any other person to use the Previously Licensed Product. If the Previously Licensed Product is not a Crystal Decisions Product, you must stop use of the Previously Licensed Product and may not transfer or permit any other person to use the Previously Licensed Product.
- 3.3 **Evaluation/Not for Resale License.** If you acquired an Evaluation or Not For Resale license, you may use one copy of the Software on a single computer, for a period as specified on the Software packaging, ordering or shipping documentation. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. You are acquiring only the limited right to use a single copy of the Software for evaluation purposes. You may not re-sell or otherwise transfer an Evaluation or Not for Resale License.
- 3.4 **OEM License.** If you acquired the Software bundled or otherwise provided in combination with or for use with a third party product, you have acquired an OEM License. You may use each licensed copy of the Software only on a Named User basis and only in conjunction with the OEM product with which it was provided. Accessing data that is not specifically created or processed by the OEM product is in

violation of this license. If the OEM product requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM applications supported by the data mart or data warehouse. OEM Licenses may not be combined with unrestricted licenses in the same Crystal Decisions deployment.

4. **OWNERSHIP.** Crystal Decisions and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to use reasonable efforts to prevent and protect the contents of the Software from unauthorized disclosure or use. Crystal Decisions and/or its suppliers reserve all rights not expressly granted to you. Crystal Decisions' suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.
5. **COPYRIGHT.** The Software is copyrighted by Crystal Decisions and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2 and 3, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of Crystal Decisions and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.
6. **RESTRICTIONS.** Except as expressly permitted by this License Agreement: (a) you may access the Software only in connection with the processing and distribution to your employees, customers and business partners of: (i) your data, and (ii) any third-party data you have a right to process and distribute; (b) you shall not use the Software on a timesharing basis or to operate a service bureau facility or provide hosted services for the benefit of third-parties; (c) you shall not modify or translate the Software except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) you shall not in any way reverse engineer, disassemble or decompile the Software or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) you shall not sublicense, assign, rent, sell, lease, distribute or otherwise transfer the Software or any of the rights granted by this License Agreement without the express written permission of Crystal Decisions; (f) you shall not use the Software to develop a product for distribution that is generally competitive with Crystal Decisions' product offerings; (g) you shall not use the Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Crystal Decisions; (h) you shall not alter, disassemble, decompile, translate, adapt, or reverse-engineer the report file (.RPT) format; (i) you shall not use unauthorized keycodes to access additional Software functionality or performance, (j) you shall not disclose any Software benchmark results to any third party without Crystal Decisions' prior written approval; and (k) you shall not distribute the Software with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Crystal Decisions product offerings. If you wish to develop and/or test an interface to the Software or merge the Software with any other software, you shall inform Crystal Decisions and Crystal Decisions, at its option, may provide you with information sufficient to enable interoperability between the Software and such other software or products.
7. **LIMITED WARRANTY AND REMEDY.**
 - a) Crystal Decisions warrants to you that: (i) for a period of ninety (90) days from delivery of the Software, the Software will substantially conform to the functional description set forth in its associated documentation; and (ii) for a period of ninety (90) days from delivery the physical media and physical documentation containing the Software will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to ninety (90) days from delivery, to the extent such warranties cannot be disclaimed under Section 7(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. Crystal Decisions does not warrant that

use of the Software will be uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under a maintenance program, shall not restart or otherwise affect the warranty period.

b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Crystal Decisions' option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by Crystal Decisions only if you give Crystal Decisions written notice of any breach of the above-stated limited warranty, within ninety (90) days of delivery of the Software.

c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, CRYSTAL DECISIONS AND ITS SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND ANY SERVICES FURNISHED IN CONNECTION WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS: (I) OF MERCHANTABILITY; (II) OF SATISFACTORY OR MERCHANTABLE QUALITY; (III) OF FITNESS FOR A PARTICULAR PURPOSE; (IV) OF NONINFRINGEMENT; OR (V) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRYSTAL DECISIONS OR ITS OFFICERS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR: (I) COSTS OF SUBSTITUTE GOODS OR SERVICES; (II) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION OF CONTRACT OR TORT, EVEN IF CRYSTAL DECISIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (III) ANY CLAIM AGAINST YOU BY ANY THIRD PARTY; AND (IV) ANY DAMAGES, LOSSES OR INJURIES TO YOU, OR THOSE CLAIMING THROUGH YOU, IN EXCESS OF THE FEES PAID BY YOU FOR THE SOFTWARE OR SERVICES DIRECTLY CAUSING THE LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. MAINTENANCE AND SUPPORT SERVICES. If you purchased maintenance services, Crystal Decisions will provide to you fixes, maintenance releases and major releases to the Software for which you are a then-current paid subscriber of maintenance, together with the relevant documentation updates, that from time to time are implemented and generally made available by Crystal Decisions to maintenance subscribers at no additional charge (the "Maintenance Services"). At Crystal Decisions' discretion, fixes, maintenance releases and major releases will either be posted on the Crystal Decisions web site or electronic bulletin board for download or will be shipped to the address designated by you. Crystal Decisions provides Maintenance Services only for the most recent version of the Crystal Decisions product. If you purchased technical support services, Crystal Decisions will provide technical support services in accordance with its then current technical support policies.

FOR MAINTENANCE AND TECHNICAL SUPPORT SERVICES, CRYSTAL DECISIONS DOES NOT MAKE, AND FULLY DISCLAIMS, ANY EXPRESS OR IMPLIED CONDITIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRYSTAL DECISIONS DOES NOT WARRANT THAT ALL ERRORS OR DEFECTS IN THE PRODUCT CAN OR WILL BE CORRECTED UNDER THIS AGREEMENT.

10. TERMINATION. This Agreement is effective until terminated. You may terminate this License Agreement at any time by providing Crystal Decisions with written notice, provided that you have complied with the return

and/or destruction policy set forth below. However, you shall receive a refund of your license fee only if this Agreement is terminated in compliance with Section 7 hereof. If you ordered an Evaluation License for the Software that is time disabled, this Agreement will automatically terminate after the Evaluation Period, and you agree not to avoid, or attempt to avoid, any applicable time limitation. This Agreement may be terminated by Crystal Decisions if: (i) you fail to pay the license fees and other charges set forth at the time of your order; or (ii) you fail to comply with any of the terms and conditions set forth in this Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Upon any termination of this Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; and (ii) either return the Software to Crystal Decisions or destroy same, and certify to Crystal Decisions, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used. Sections 4, 5, 7(c), 8, 10, 11, 12, 13, and 14 shall survive any termination of this License Agreement.

- 11. AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, Crystal Decisions may audit, upon reasonable notice to you and at Crystal Decisions' expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid Crystal Decisions by an amount greater than five percent (5%) of the amounts due Crystal Decisions in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Crystal Decisions may have, you shall pay or reimburse to Crystal Decisions the cost of the audit.
- 12. GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of California, United States, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and Crystal Decisions, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this License Agreement. In the event you and Crystal Decisions have executed a mutually agreed upon Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA shall govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of Crystal Decisions. Should you have questions concerning this License Agreement, please contact your local Crystal Decisions sales office or authorized reseller, or write to: Crystal Decisions, Inc., Attn: Contracts Department, 895 Emerson St., Palo Alto, CA 94301.
- 13. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is Crystal Decisions, Inc., 895 Emerson St., Palo Alto, CA 94301.
- 14. EXPORT CONTROLS.** You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- 15. ORDER TERMS.** Purchase orders conforming to Crystal Decisions purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order shall have no effect. Payment terms are net-30 days from date of invoice. FOB Crystal Decisions facility. Crystal Decisions specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on Crystal Decisions net income.