

## [Crystal Reports]

### [SAP BusinessObjects Software Clickwrap Agreement enUS v 7-2011]

#### SOFTWARE LICENSE AGREEMENT

**IMPORTANT-READ CAREFULLY:** THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SAP FOR THE SAP SOFTWARE ACCOMPANYING THIS AGREEMENT, 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.** SAP grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer, as a promotional license included with another SAP product, or bundled or in combination with a third party product, additional restrictions apply as set forth in the Software Use Rights identified in Section 3. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software. If you acquire or are provided with any directories, components, connectors, utilities, data, or other items from SAP for use with the Software (the "Additional Technology"), your use of the Additional Technology shall be in accordance with the terms, conditions, obligations and restrictions of this Agreement. The term "Software" as used herein, shall be deemed to include the Additional Technology and Third Party Products.

"SAP" is the SAP company from whom you are purchasing the Software licenses or related services, either directly or indirectly through a reseller; or if no SAP company distributes in your country, then Business Objects Software Limited.

**2. INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of 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. SAP may control the number and type of licenses and the use of the Software by key codes.

**3. SOFTWARE USE RIGHTS.** The Software Use Rights document contains additional terms relating to your use of the

Software and is found at [www.sap.com/company/legal](http://www.sap.com/company/legal), and is incorporated herein by this reference. You acknowledge and agree that these additional terms form an integral part of this Agreement.

**4. OWNERSHIP.** SAP 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 retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SAP or any third party) in confidence and prevent them from unauthorized disclosure or use except with SAP's prior written consent. SAP and/or its suppliers reserve all rights not expressly granted to you. SAP's 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 SAP 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 non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, 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 SAP 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 or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SAP; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, third party training, outsourcing services, or consulting services, or any other commercial service related to the Software such as develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) use the Software to develop a product which is competitive with any SAP product offerings; (f) 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 SAP; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without SAP's prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted

herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to SAP and permit SAP, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

#### **7. LIMITED WARRANTY AND REMEDY.**

(a) Excluding Third Party Products, SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in its standard documentation; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM, DVD, and Electronic Software Distribution) will be free from defects in materials and workmanship. Any implied warranties on the Software and Third Party Products and media are limited to thirty (30) days from delivery to the extent such warranties cannot be disclaimed under Section 8(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SAP does not warrant that use of the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's 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 SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within six (6) months of delivery of the Software.

(c) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 8, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. 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. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

**8. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY

OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. SAP WILL NOT BE LIABLE FOR DAMAGES FROM THIRD PARTY PRODUCTS. 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 IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

**9. SUPPORT SERVICES.** SAP will provide to you product support services specified in an Order Form or other order documents in accordance with SAP's then-current applicable SAP Support Schedule which are found at [www.sap.com/company/legal](http://www.sap.com/company/legal), and which are incorporated herein by this reference.

**10. TERMINATION.** Except where the Software is licensed on a subscription basis or as otherwise specified in an Order Schedule, a Purchase Order or any written SAP price quotation duly referenced in a Purchase Order, the Software licenses granted hereunder shall be perpetual. If the Software is licensed on a subscription basis and unless the term of the subscription is renewed on or prior to the expiration of the then current term of the Subscription License, the applicable Subscription License shall terminate. Notwithstanding the foregoing, SAP may immediately terminate this Agreement and any licenses and services provided hereunder if: (i) SAP notifies you in writing of a breach and such breach is not cured within thirty (30) days; or (ii) you make an assignment for the benefit of creditors or proceedings are commenced by or for you under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by SAP of this Agreement or any part thereof, SAP shall have no obligation to refund to you any fees paid by you, and you agree to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Software license is revoked or expired, you must certify in writing to SAP that you have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: 8(c), 9, 11, 13, 15, and 17.

**11. AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, SAP may audit, upon reasonable notice to you and at SAP's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid SAP by an amount greater than five percent (5%) of the amounts due SAP in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SAP may have, you shall pay or reimburse to SAP 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 New York, United States, without reference to conflict of laws provisions and 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, together with the Software Use Rights and SAP Support Schedule that are incorporated herein by reference, constitutes the entire agreement between you and SAP, 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 Agreement. In the event you and SAP have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may 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 SAP. Should you have questions concerning this License Agreement, please contact your local SAP sales office or authorized reseller, or write to: SAP, Attn: Contracts Department, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

**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 SAP, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

**14. EXPORT CONTROLS.** The use of this Software is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) you will not export or re-export the Software, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) you will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. For more information, see [www.sap.com/company/legal](http://www.sap.com/company/legal).

**15. ORDER TERMS.** Purchase orders conforming to SAP purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SAP shall have no effect. Payment terms are net-30 days from date of invoice. FOB SAP facility. SAP 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 SAP net income.

**16. COUNTRY UNIQUE TERMS.**

If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

**Australia:**

**a) Limited Warranty and Remedy (Section 7):** *The following is added:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

**b) Limitation of Liability (Section 8):** *The following is added:*

To the extent permitted by law, where SAP is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, SAP's liability is limited, at SAP's sole election: (i) in case of the Software: (a) (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Support Services: (x) re-supply of the Support Services; or (y) the cost of having the services supplied again. In calculating SAP's aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by SAP pursuant to this paragraph shall be included.

**c) General (Section 12):** *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of the State or Territory in which you acquired the Software, 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.