Oracle[®] Hospitality Cruise AffairWhere

Licensing Information User Manual Release 2.2.5 E98778-01

August 2018



Oracle® Hospitality Cruise AffairWhere Licensing Information User Manual Version 2.2.5

Copyright © (c) 2006, 2018, Oracle and/or its affiliates. All rights reserved.

This software and related documentation are provided under a license agreement containing restrictions on use and disclosure and are protected by intellectual property laws. Except as expressly permitted in your license agreement or allowed by law, you may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of this software, unless required by law for interoperability, is prohibited.

The information contained herein is subject to change without notice and is not warranted to be errorfree. If you find any errors, please report them to us in writing.

If this software or related documentation is delivered to the U.S. Government or anyone licensing it on behalf of the U.S. Government, then the following notice is applicable:

U.S. GOVERNMENT END USERS: Oracle programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to license terms and license restrictions applicable to the programs. No other rights are granted to the U.S. Government.

This software or hardware is developed for general use in a variety of information management applications. It is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use this software or hardware in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software or hardware in dangerous applications.

Oracle and Java are registered trademarks of Oracle and/or its affiliates. Other names may be trademarks of their respective owners.

Intel and Intel Xeon are trademarks or registered trademarks of Intel Corporation. All SPARC trademarks are used under license and are trademarks or registered trademarks of SPARC International, Inc. AMD, Opteron, the AMD logo, and the AMD Opteron logo are trademarks or registered trademarks of Advanced Micro Devices. UNIX is a registered trademark of The Open Group.

This software or hardware and documentation may provide access to or information about content, products, and services from third parties. Oracle Corporation and its affiliates are not responsible for and expressly disclaim all warranties of any kind with respect to third-party content, products, and services unless otherwise set forth in an applicable agreement between you and Oracle. Oracle Corporation and its affiliates will not be responsible for any loss, costs, or damages incurred due to your access to or use of third-party content, products, or services, except as set forth in an applicable agreement between you and Oracle.

Contents

Preface4		
	Audience	4
	Customer Support	4
	Documentation	4
	Revision History	4
1	Introduction	5
2	Licensing Information	6
	Third-Party Notices and/or Licenses	6
	Commercial Software	6
3	Licenses	8
	Sheridan ActiveToolBarsPlus	8
	Infragistics Active Threed Plus	11
	Business Objects License Agreement	15

Preface

This document contains licensing information for Oracle Hospitality Cruise AffairWhere

Audience

This document is intended for users of Oracle Hospitality Cruise AffairWhere.

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL: https://support.oracle.com

When contacting Customer Support, please provide the following:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to re-create
- Exact error message received and any associated log files
- Screen shots of each step you take

Documentation

Oracle Hospitality product documentation is available on the Oracle Help Center at http://docs.oracle.com/en/industries/hospitality/

Revision History

Date	Description of Change
August 2018	Initial publication

Introduction

This Licensing Information document is a part of the product or program documentation under the terms of your Oracle license agreement and is intended to help you understand the program editions, entitlements, restrictions, prerequisites, special license rights, and/or separately licensed third party technology terms associated with the Oracle software program(s) covered by this document (the "Program(s)"). Entitled or restricted use products or components identified in this document that are not provided with the particular Program may be obtained from the Oracle Software Delivery Cloud website (https://edelivery.oracle.com) or from media Oracle may provide. If you have a question about your license rights and obligations, please contact your Oracle sales representative, review the information provided in Oracle's Software Investment Guide (http://www.oracle.com/us/corporate/pricing/software-investment-guide/index.html), and/or contact the applicable Oracle License Management Services representative listed on http://www.oracle.com/us/corporate/license-management-services/index.html.

1

2 Licensing Information

This chapter provides the following licensing information for AffairWhere:

- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Hospitality Product	Subproduct	Licensing Information
Oracle Hospitality Cruise Shipboard Property Management System	Oracle Hospitality Cruise AffairWhere. Part Number: L101258	 Product Editions and Permitted Features Affairwhere is a software application to manage groups and events within the business operations of a Cruise enterprise. Prerequisite Products A license to use the following products are a prerequisite to license and use AffairWhere: Oracle Hospitality Cruise Shipboard Property Management System Entitled Products and Restricted Use Licenses A license for Oracle Hospitality Cruise Shipboard Property Management System contains a restricted-use license for AffairWhere. Use of AffairWhere is limited to use with Oracle Hospitality Cruise Shipboard Property Management System on the used or deployed for other purposes.

Third-Party Notices and/or Licenses

Commercial Software

Commercial software products or components distributed in Oracle Hospitality Cruise Affairwhere are identified in the following table along with the applicable licensing information:

Provider	Component(s)	Licensing Information
Sheridan	ActiveToolBars Plus Version 2.01	(C) Copyright Sheridan Software Systems, Inc., 1998-1999 A copy of the License appears below. Sheridan ActiveToolBarsPlus

Provider	Component(s)	Licensing Information
Infragistics	ActiveThreed Plus Version 3.03.008	(C) Copyright Infragistics, Inc., 1997-2002 A copy of the License is below. Infragistics ActiveThreed Plus
SAP	Crystal Reports Version 8	Licensed under the End User License Agreement available at www.sap.com A copy of the License appears below. Business Objects License Agreement

3 Licenses

Sheridan ActiveToolBarsPlus

LICENSE AGREEMENT FOR SHERIDAN SOFTWARE:

VERY IMPORTANT-CAREFULLY READ : This Sheridan Software License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and Sheridan Software Systems, Inc. ("Sheridan"), for the SOFTWARE or products identified on the disk or CD-ROM labels enclosed with this package and for which the CD-Keys(s) are either provided on the back of the enclosed CD case or obtained through Sheridan or an authorized distributor, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By installing using the correct CD-Keys, copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly return the unused SOFTWARE to the place from which you obtained it for a full refund.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

I. LICENSE GRANT. This LICENSE grants you the following rights:

A. You may use one copy of the Sheridan SOFTWARE identified above on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage devise) of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more other computer(s) shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form), provided that the number of copies made shall not exceed the number of licenses you own for that SOFTWARE, and further provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

C. You may use the trial versions and product tours, as described on the CD-ROM, of the software products included on this CD-ROM for the limited purposes of demonstrations, trials and design time evaluations and running a product tour.

II. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by SHERIDAN or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material, except that you may either (A) make one copy of the SOFTWARE solely for backup or archival purposes or (B) install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

III. ADDITIONAL RIGHTS AND LIMITATIONS.

A. Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

B. No Separation of Components. The SOFTWARE is licensed as a single product and the software programs comprising the SOFTWARE may not be separated for use by more than one user at a time.

C. Rental. You may not rent or lease the SOFTWARE.

D. Software Transfer. You may NOT transfer any of your rights under this LICENSE.

E. Termination. Without prejudice to any other rights, Sheridan may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

IV. REDISTRIBUTABLE COMPONENTS.

A. Sample Code. In addition to the license granted in Section 1, Sheridan grants you the right to use and modify the source code versions of those portions of the SOFTWARE which are identified in the documentation as the Sample Code and located in the \SAMPLES(xx) subdirectory(s) of the SOFTWARE, either on disk, CD-ROM or electronic format (collectively "SAMPLE CODE") provided you comply with section 4.c. You may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

B. Redistributable Code. In addition to the license granted in Section 1, Sheridan grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE designated in the SOFTWARE as (i) those portions of the SOFTWARE which are identified in the documentation as the VBX ("VBX") and/or OCX ("OCX") Controls; (ii) those portions of the SOFTWARE which are identified in the documentation as REDISTRIBUTABLE DLLs ("DLLs"); and (iii) SAMPLE CODE (collectively, "REDISTRIBUTABLES"), provided you comply with Section 4.c.

C. Redistribution Requirements. If you redistribute the REDISTRIBUTABLES, you agree to (i) distribute the REDISTRIBUTABLES in object code form only in conjunction with and as part of your software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the Microsoft Windows and/or Windows NT environments; (ii) not use Sheridan's name, logo or trademarks to market your software application product; (iii) include a valid copyright notice on your SOFTWARE; (iv) indemnify, hold harmless, and defend Sheridan from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of your software application product; and (v) not permit further distribution of the REDISTRIBUTABLES by your end user.

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Sheridan Software Systems, Inc., 35 Pinelawn Road, Melville, NY 11747.

LIMITED WARRANTY

LIMITED WARRANTY. EXCEPT WITH RESPECT TO REDISTRIBUTABLES, WHICH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, SHERIDAN WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF RECEIPT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OF DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, IF ANY, ARE LIMITED TO THIRTY (30) DAYS.

CUSTOMER REMEDIES. SHERIDAN'S AND ITS SUPPLIERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT SHERIDAN'S OPTION, EITHER (A) RETURN OF THE PAID PRICE, OR (B) REPAIR OR REPLACEMENT OF THE SOFTWARE. PRODUCTS PURCHASED OTHER THAN DIRECTLY FROM SHERIDAN SHALL BE RETURNED THROUGH THE RESELLER FROM WHICH IT WAS PURCHASED. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL THIRTY (30) DAY PERIOD. OUTSIDE THE UNITED STATES, NEITHER THESE REMEDIES NOR ANY PRODUCT SUPPORT SERVICES OFFERED BY SHERIDAN ARE AVAILABLE WITHOUT PROOF OF PURCHASE FROM AN AUTHORIZED INTERNATIONAL SOURCE.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHERIDAN AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITIES FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHERIDAN OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SHERIDAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERCEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATER OF THIS AGREEMENT.

Infragistics Active Threed Plus

LICENSE AGREEMENT FOR INFRAGISTICS, INC.:

VERY IMPORTANT-CAREFULLY READ : This Infragistics Software License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and Infragistics, Inc. ("Infragistics"), for the SOFTWARE or products identified on the disk or CD-ROM labels enclosed with this package and for which the CD-Key(s) are either provided on the back of the enclosed CD case or obtained through Infragistics or an authorized distributor, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By installing using the correct CD-Key(s), copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly return the unused SOFTWARE to the place from which you obtained it for a full refund.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

I. LICENSE GRANT. This LICENSE grants you the following rights:

A. The software is licensed per developer. You may make copies on more than one computer, as long as the use of the software is by the same developer. If you have purchased a "multi-pack" license, you may use a copy of the Infragistics Software identified above concurrently on the number of computers associated with the multi-pack (e.g. a five user multi-pack allows you to use the SOFTWARE on up to five computers concurrently or by five different developers, the ten user multi-pack on up to ten computers concurrently or by 10 different developers). The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage devise) of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more other computer(s) shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form), provided that the number of copies made shall not exceed the number of licenses you own for that SOFTWARE, and further provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

C. You may use the trial versions and product tours, as described on the CD-ROM, of the software products included on this CD-ROM for the limited purposes of demonstrations, trials and design time evaluations and running a product tour.

II. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by INFRAGISTICS or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material, except that you may either (A) make one copy of the SOFTWARE solely for backup or archival purposes or (B) install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

III. ADDITIONAL RIGHTS AND LIMITATIONS.

A. Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

B. No Separation of Components. The SOFTWARE is licensed as a single product and the software programs comprising the SOFTWARE may not be separated for use by more than one user at a time.

C. Rental. You may not rent or lease the SOFTWARE.

D. Software Transfer. You may NOT transfer any of your rights under this LICENSE.

E. Termination. Without prejudice to any other rights, Infragistics may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

IV. REDISTRIBUTABLE COMPONENTS.

A. Sample Code. In addition to the license granted in Section 1, Infragistics grants you the right to use and modify the source code versions of those portions of the SOFTWARE which are identified in the documentation as the Sample Code and located in the \SAMPLES(xx) subdirectory(s) of the SOFTWARE, either on disk, CD-ROM or electronic format (collectively "SAMPLE CODE") provided you comply with section 4.c. You may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

B. Redistributable Code. In addition to the license granted in Section 1, Infragistics grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE designated in the SOFTWARE as (i) those portions of the SOFTWARE which are identified in the documentation as the VBX ("VBX") and/or OCX ("OCX") Controls; (ii) those portions of the SOFTWARE which are identified in the documentation as REDISTRIBUTABLE DLLs ("DLLs"); and (iii) SAMPLE CODE (collectively, "REDISTRIBUTABLES"), provided you comply with Section 4.c.

C. Redistribution Requirements. If you redistribute the REDISTRIBUTABLES, you agree to (i) distribute the REDISTRIBUTABLES in object code form only in conjunction with and as part of your software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the Microsoft Windows and/or Windows NT environments; (ii) not use Infragistics's name, logo or trademarks to market your software application product; (iii) include a valid copyright notice on your SOFTWARE; (iv) indemnify, hold harmless, and defend Infragistics from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of your software application product; and (v) not permit further distribution of the REDISTRIBUTABLES by your end user.

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Infragistics, Inc., 2540 Route 130, Cranbury, NJ 08512.

LIMITED WARRANTY

LIMITED WARRANTY. EXCEPT WITH RESPECT TO REDISTRIBUTABLES, WHICH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INFRAGISTICS WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF RECEIPT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OF DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, IF ANY, ARE LIMITED TO THIRTY (30) DAYS.

CUSTOMER REMEDIES. INFRAGISTICS'S AND ITS SUPPLIERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT INFRAGISTICS'S OPTION, EITHER (A) RETURN OF THE PAID PRICE, OR (B) REPAIR OR REPLACEMENT OF THE SOFTWARE. PRODUCTS PURCHASED OTHER THAN DIRECTLY FROM INFRAGISTICS SHALL BE RETURNED THROUGH THE RESELLER FROM WHICH IT WAS PURCHASED. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL THIRTY (30) DAY PERIOD. OUTSIDE THE UNITED STATES, NEITHER THESE REMEDIES NOR ANY PRODUCT SUPPORT SERVICES OFFERED BY INFRAGISTICS ARE AVAILABLE WITHOUT PROOF OF PURCHASE FROM AN AUTHORIZED INTERNATIONAL SOURCE.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFRAGISTICS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITIES FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INFRAGISTICS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INFRAGISTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERCEDES ANY

Business Objects License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CRYSTAL DECISIONS, INC (Crystal) - formerly Seagate Software Information Management Group, Holdings, Inc. ("Seagate"). BEFORE CONTINUING WITH THE INSTALLATION OF THE PROGRAM, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS. THE SOFTWARE LICENSE AGREEMENT MAY ALSO BE FOUND IN THE WRITTEN MATERIALS INCLUDED WITH THE SOFTWARE MEDIA. WHEN PROMPTED, PLEASE INDICATE WHETHER YOU ACCEPT OR DO NOT ACCEPT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE MEDIA PACKAGE AND ALL ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS), TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND; OR YOU MAY WRITE, CRYSTAL WARRANTIES, P.O. BOX 67427, SCOTTS VALLEY, CA 95067, U.S.A.

1 INTRODUCTION

Crystal Reports is an extensive product that may be used in many ways to deliver a wide range of data reporting and analysis needs, including end user report design, application development and runtime reporting, server application creation, report server deployment, web reporting and enterprise report distribution. This license agreement details the terms under which the various parts of the product may be used to meet those needs. Not all users will immediately take advantage of all Crystal Reports features and licensing options, so remember to review this agreement again before undertaking new projects.

If you have any questions regarding this licensing or the product please visit www.crystaldecisions.net/crystalreports or contact the Crystal office nearest you.

2 DEFINITIONS

- 2.1"Access" means connected to a Server/Web-based Application either directly or indirectly through any middle tier applications.
- 2.2 "Access License" means the limited license for end users to Access a Server/Webbased Application.
- 2.3 "Client Application" means a purpose-specific software program that utilizes the Runtime Software and is installed fully on a single end user's machine, with all report processing local to that single machine. Software programs consisting of more than one related module(s) or components shall be considered one Client Application.

- 2.4 "Concurrent User(s)" means one or more individuals Accessing a Server/Webbased Application at the same time.
- 2.5 "Deployment" or "Deploy" means installing into production Client Applications and/or Server/Web-based Applications on one or more computers internally within your company or organization for use by one or more end users.
- 2.6 "Design Tools" means the following executable software files: Crystal Reports (crw32.exe), Crystal Dictionaries (crd32.exe), Crystal SQL Designer (cqw32.exe), or use of the Report Designer Designer Component (RDC) in Microsoft® Visual Basic®, which are the Report design applications licensed to end users of the product, as more fully described below in Section 4.1.
- 2.7 "Distribution" or "Distribute" means selling, leasing, and/or redistributing Client Applications and/or Server/Web-based Applications on a commercial basis to third party end users external to your company, organizations or corporate entity.
- 2.8 "Report" means any work or document created using a Crystal software product, regardless of resulting file format.
- 2.9 "Report Distribution System" means any process or system or combination of processes or systems that is or are used to automatically and/or regularly deliver, share or distribute Reports, without providing any Access to a Server/Web-based Application: (a) to greater than fifty (50) end users directly, or (b) to a location that is accessible to greater than fifty (50) end users, who are reasonably likely to view or use the Reports. A Report Distribution System shall not include: (a) distribution of Reports in hard copy form; (b) manual distribution on a one-time or ad hoc basis; or (c) distribution of Client Applications created using the Royalty Free Runtime Software. For purposes of calculating the number of end users, you do not need to include any end user who otherwise has a valid license to use the Software or any of Crystal's other products (other than any product offered free of charge).
- 2.10 "Royalty Free Runtime Software" means: files and specific limitations listed in the Royalty Free Runtime Files section of the "license.hlp", provided with the Software, individually, collectively or in any combination.
- 2.11 "Royalty Required Runtime Software" means files and specific limitations listed in the Royalty Required Runtime Files section of the "license.hlp", provided with the Software, individually, collectively or in any combination.
- 2.12 "Royalty Required Runtime Software License" means the limited license for use of the Royalty Required Runtime Software by an individual.
- 2.13 "Runtime Software" means the files listed in the Runtime Software section of the license.hlp and are either Royalty Free Runtime Software or Royalty Required Runtime Software. The use of these files is more fully described in Section 4.2 below and in the license.hlp.

- 2.14 "Server/Web-based Application" means a purpose-specific software program that utilizes the Runtime Software and allows multiple users to Access the Runtime Software. Software programs consisting of more than one related module(s) or components shall be considered one Server/Web-based Application.
- 2.15 "Server Environment" is defined as any server system, licensed from Crystal or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, "xtranet", client/server network, wide-area network, or any other multi-user network.
- 2.16 "Software" means the software provided on your software media in object code form and associated documentation, any updates, additional modules, or additional software provided by Crystal in connection therewith; it includes both Design Tools and Runtime Software, but shall not include any promotional software or other software product provided in the same package, which shall be governed by the online software license agreements included with such promotional software or software product.
- **3 GRANT OF LICENSE.** Crystal Decisions, Inc. ("Crystal") grants you a nonexclusive and limited license to use the Crystal Reports Developer Software accompanying this License Agreement, solely in accordance with the terms and conditions of this License Agreement. The Software is licensed, not sold, to you.

4 INSTALLATION AND USE.

- 4.1Use of the Designer Tools. The Designer Tools are licensed to you in one of five potential configurations: (1) Single User License (2) Multiple User License (3) Upgrade License (4) Evaluation/Not for Resale License or (5) OEM License. You may install and use (in the manner described) only those configuration(s) for which you have obtained a license. Licenses for the Software are individual named user licenses. No license may be shared, in any capacity, by more than one individual end user. Your use of the Software is governed by the terms of this Agreement and the additional terms set forth in this Section 4 that specifically apply to the type of license your have obtained.
 - 4.1.1 Single User License. You may install and use a single copy of the Software on a single computer. You may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof. You may use each licensed copy of the Software only on a single computer. You must acquire additional single user licenses or multiple user licenses ("Five User Pack(s)") for additional users to use the Software.
 - 4.1.2 Multiple User License. ("Five User Pack") For each Five User Pack license you purchase, Crystal grants you a nonexclusive license to make a maximum of five copies of the Software for a maximum of five users to use the Software

who may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof.

- 4.1.3 Upgrade License. You may use one copy of the Software on a single computer, provided that (a) you have a valid license to use and are upgrading an earlier version of the Software; or (b) you have a valid license to use the same version of the Software and are upgrading from the Professional edition to the Developer edition; or (c) you have a valid license to use and are upgrading one of an approved list of third party software products, which includes or "bundles" an earlier version of the Software. Acquisition of Upgrade Licenses is expressly limited to the direct proportional replacement of licenses previously licensed. By upgrading software that you have previously licensed (the "Previously Licensed Software") in any of the manners indicated above, you no longer have the right to use the Previously Licensed Software and you may only use the upgrade license as set forth herein. Additional licenses may not be acquired as Upgrade Licenses.
- 4.1.4 Evaluation/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. You are acquiring only the limited right to use a single copy of the Software for evaluation purposes. You are not acquiring any rights to the Software itself.
- 4.1.5 OEM License. If you have acquired the Software bundled or otherwise provided in combination with a third party product, you have acquired an OEM License. You may use each license copy of the Software only on a single computer. The Software may only be used in conjunction with the third party product with which it was provided. Accessing data that is not specifically created or used by the third party product is in violation of this license. You may access the data from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof.
- 4.2Use of the Runtime Software. The Runtime Software may be used to develop Client Applications and/or Server/Web-based Applications. The Distribution and Deployment terms and conditions differ based on the type of applications you develop, as described in Section 5 below.
- 4.3 Creation of Report Distribution Systems. If you use the Software or Runtime Software, together or separately or in combination with Server Environments, to create a Report Distribution System, you must acquire a Crystal Broadcast License as a separate and standalone offering from Crystal. Information on how to acquire Crystal Broadcast Licenses is set forth in the Crystal Broadcast Licensing section of the "license.hlp".

5 DISTRIBUTION OF RUNTIME SOFTWARE.

5.1Client Applications. Client Applications may use Royalty Free Runtime Software and/or Royalty Required Runtime Software.

- 5.1.1 Royalty Free Runtime Software Distribution License. Unless this is a "Not for Resale" or "Evaluation" copy, Crystal grants you a personal, nonexclusive, limited license to reproduce and Distribute Client Applications that use or include the Royalty Free Runtime Software to and only to end users of the Royalty Free Runtime Software, if and only if you comply with all of the terms of this Section and this license agreement:
 - 5.1.1.1 You Distribute copies of Royalty Free Runtime Software solely as a part of specific-purpose application programs written using an authorized copy of the Software;
 - 5.1.1.2 You remain solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Royalty Free Runtime Software copies or sample applications;
 - 5.1.1.3 You do not use the name, logo, or trademark of Crystal, or the Software, without written permission from Crystal;
 - 5.1.1.4 You do not alter, disassemble, decompile, translate, adapt or reverseengineer the Royalty Free Runtime Software;
 - 5.1.1.5 You do not alter, disassemble, decompile, translate, adapt, reverseengineer, or convert the report file (.RPT) format to an alternative format, including but not limited to report file formats of general purpose report writer or database querying products that are not property of Crystal, except as intended by the Software, without written permission from Crystal; and
 - 5.1.1.6 You will defend, indemnify and hold Crystal harmless against any claims or liabilities arising out of the use, reproduction or Distribution of Royalty Free Runtime Software.
- 5.1.2 Royalty Required Runtime Software Distribution License. This Crystal Reports 8.5 Developer License agreement does not in itself give you any right to Distribute, or Deploy the Client Applications that include or use; the Royalty Required Runtime Software to end users who have not already acquired the appropriate number of licenses of Crystal Reports from Crystal. To do so, you must contact Crystal and acquire the Royalty Required Runtime Software Distribution License. If you have previously received a Royalty Required Runtime Software Distribution License for a prior version of the Software and are updating your Client Application with a new version of the Royalty Required Runtime Software, you must acquire updated Royalty Required Runtime Software Distribution Licenses for your upgraded Client Application from Crystal.

5.2Server/Web-based Applications.

- 5.2.1 Deployment. You have the right to Deploy each Server/Web-based Application for Access by up to, but not to exceed, 5 Concurrent Users. If you want to exceed the 5 Concurrent Users authorized to Access each Server/Webbased Application, you just acquire additional Access Licenses as a standalone offering. Under no circumstances may the 5 Concurrent Users you are authorized to allow Access to each Server/Web-based Application be exceeded by combining additional Software licenses, other Crystal products that include Access Licenses, promotional offers of any kind, or by any other means, other than through the purchase of additional Access Licenses as stand-alone offering.
- 5.2.2 Distribution. This license agreement does not in itself give you any right to Distribute Server/Web-based Applications. For information on Distribution rights for Server/Web-based Applications, please contact Crystal directly.
- 5.3The Software may contain software components from Crystal's suppliers. This license agreement does not grant you any right to distribute software components from these suppliers; including but not limited to, Microsoft Corporation's "JET Files", unless you have obtained proper authorization from the appropriate supplier.
- 6 COMPETITIVE PRODUCT RESTRICTIONS. You may not include the Software or sample applications in any general-purpose report writing and/or database querying product, or any other product that is generally competitive with Crystal product offerings; nor may you use Software to create a product that is generally competitive with Crystal product offerings. If you wish to Distribute copies of Server/Web-based Applications or sample applications on other terms, you must obtain written permission from Crystal.
- 7 **OWNERSHIP.** You agree that Crystal 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 agree that 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 and/or its suppliers reserve all rights not expressly granted to you. Crystal'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. Any data, content or information accessed through the Software is the property of the applicable data/content/information owner and may be protected by applicable copyright law. This License Agreement gives you no rights to such data, content or information.
- 8 **COPYRIGHT.** The Software is copyrighted by Crystal 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 3, 4 and 5, into 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 and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software and/or the documentation made by you are in violation of this License Agreement.

9 **OTHER RESTRICTIONS.** Except as expressly permitted by this License Agreement, you hereby acknowledge and agree that (a) you will not use the Software on a timesharing basis or to operate a service bureau facility for the benefit of third-parties unless you first acquire an Application Service Provider License from Crystal; (b) you will 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; (c) you will 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; (d) you will not transmit, or provide Access to, the Software over a network except as expressly described in the associated documentation; (e) you will provide access to the Software only as allowed in this Agreement; (f) you will not sublicense, assign, rent, sell, lease, distribute or otherwise transfer the Software or any of the rights granted by this License Agreement, unless you obtain a separate license from Crystal for such purposes; and (g) you will not use the Software to develop any product that is generally competitive with Crystal product offerings. This license agreement does not in itself give you any right to Distribute the Software and/or Server/Web-based Applications created using this Software. If you want to distribute the Software, you must obtain a Software distribution license from Crystal, e.g., an OEM or reseller license.

10 LIMITED WARRANTY AND REMEDY.

a) Crystal hereby 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 (e.g., diskettes or CD-ROM) 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 9(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. Crystal 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 shall not restart or otherwise affect the warranty period for previously delivered copies.

b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Crystal'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 Crystal only if you give Crystal written notice of any breach of the above-stated limited warranty, not later than ninety (90) days following your receipt of the Software.

c) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, CRYSTAL 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 THIS LICENSE AGREEMENT, 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.

- 11 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRYSTAL 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 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.
- **12 AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, you will maintain complete records regarding your use and distribution of the Software. Upon reasonable notice to you, Crystal may audit, at Crystal's expense, your books and records to determine your compliance hereunder. In the event any such audit reveals that you have underpaid Crystal by an amount greater than five percent (5%) of the amounts due Crystal in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Crystal may have, you shall pay or reimburse to Crystal the cost of the audit.
- **13 TERMINATION.** This License Agreement is effective until terminated. You may terminate this License Agreement at any time by providing Crystal 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 License Agreement is terminated in compliance with Section 9 hereof. If you ordered an

Evaluation License for the Software that is time disabled, this License Agreement will automatically terminate after the Evaluation Period, and you agree not to avoid, or attempt to avoid, any applicable time limitation. This License Agreement may be terminated by Crystal 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 License Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Upon any termination of this License Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; (ii) either return the Software to Crystal or destroy same, and certify to Crystal, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used; and (iii) notify all third parties using the Software through you to comply with the foregoing. Sections 6, 7, 8, 9(c), 10, 11, 14, and 15 shall survive any termination of this License Agreement.

- 14 **GENERAL.** Except as otherwise preempted by United States federal law, this License 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 License Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this License Agreement. This License Agreement constitutes the entire agreement between you and Crystal, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this License Agreement. This License 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 License 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 have executed a mutually agreed upon Enterprise Software License Agreement ("ESLA") and acquired the Software pursuant to such ESLA, the terms of the ESLA shall govern your use of the Software and the terms of this License Agreement shall be superseded by the ESLA. The product name for the Software is a trademark or registered trademark of Crystal. Should you have questions concerning this License Agreement, please contact your local Crystal sales office or authorized reseller, or write to: Attn. Contracts Department, 895 Emerson Street, Palo Alto, CA 94301.
- **15** 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 Street, Palo Alto, CA 94301.

You must affix the following legend to each copy of the Software:

"Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. Contact: Crystal Decisions, Inc., Attn: Contracts Department, 895 Emerson Street, Paolo Alto, CA 94301.

16 **EXPORT CONTROLS.** None of the Software or underlying information or technology may be exported or re-exported into (or to a national or resident of) any country in violation of the laws and administrative regulations of the United States or any other applicable jurisdiction. You specifically agree not to export or re-export any of the Restricted Components (i) to any country\region to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country\region, wherever located, who intends to transmit or transport the Software back to such country\region; (ii) to any person or entity who you know or have reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied your export privileges. By installing and/or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country.

Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.