

**BUSINESS OBJECTS  
CRYSTAL XCELSIUS STANDARD AND PROFESSIONAL  
END USER LICENSE AGREEMENT**

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## **5. INDEMNITY.**

You agree to defend Business Objects against any third party suits, actions, claims, proceedings (i) alleging that the Self-Contained Presentations developed by you infringe a third party's intellectual property rights, except to the extent that the infringement directly relates to the Software alone and (ii) resulting from any failure by You to comply with any term, provision or obligations under this Agreement, and You agree to indemnify and hold Business Objects harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against Business Objects that may result from any such third party claim.

## **6. MAINTENANCE AND SUPPORT SERVICES**

If You purchased Support Services, Business Objects will provide to You product support services for the Software in accordance with Business Objects then current Support Services terms and conditions. If You purchase Support Services for the Software, you must purchase Support Services for all authorized copies of said Software in your possession.

## **7. TERMINATION.**

This Agreement is effective until terminated. You may terminate this Agreement at any time by notifying Business Objects in writing. Business Objects may terminate this Agreement at any time upon (i) your breach of any of the provisions hereof, or (ii) You fail to pay the license fees and other charges set forth at the time of your order. Upon termination of this Agreement, You will cease all use of the Software (including without limitation the Documentation), return to Business Objects or destroy the Software and all Documentation and related materials in your possession (and all copies of any of the foregoing), and so certify to Business Objects. Sections 2.5, 3, 4, 5, 7 and 8 will survive any termination of this Agreement.

## **8. GENERAL TERMS**

**8.1 Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the internal laws of the State of California without giving effect to any choice of law rule. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California in connection with any claim, action, suit, or proceeding relating to this Agreement, except that either party may seek injunctive, equitable or similar relief from any court of competent jurisdiction.

**8.2 Severability and Waiver.** If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

**8.3 No Assignment.** You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Business Objects which may be withheld in Business Objects's sole discretion. Any purported assignment, transfer or delegation by you shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**8.4 Export Administration; Government Users.** You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software or any direct product thereof (including, without limitation, the Self-Contained Presentations), to any destination, person or entity restricted or prohibited by the Export Controls. If You are an agency or instrumentality of the United States Government, the Software constitutes "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software are governed by the terms of this Agreement. The manufacturer of this Software is Business Objects, 3030 Orchard Parkway, San Jose, CA 95134.

**8.5 Order Terms.** Purchase orders conforming to Business Objects 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 Business Objects facility. Business Objects 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 Business Objects net income

**8.6 Audit.** During the term of this Agreement and for three (3) years after termination or expiration, Business Objects may audit, upon reasonable notice to you and at Business Objects' expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid Business Objects by an amount greater than five percent (5%) of the amounts due Business Objects in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Business Objects may have, you shall pay or reimburse to Business Objects the cost of the audit.

**8.7 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; and no other act, document, usage or custom shall be deemed to amend or modify this Agreement. 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. The product name for the Software is a trademark or registered trademark of Business Objects.