

CLASSROOM LICENSE AGREEMENT FOR BUSINESS OBJECTS SOFTWARE

This Classroom License Agreement (the "CLA" or "Agreement") is made as of _____ (the "Effective Date"), by and between Business Objects Americas ("BOA"), a Delaware corporation, having its principal place of business at 3030 Orchard Parkway, San Jose, California 95134, and _____, a _____ corporation having its principle place of business at _____ ("Company").

1. DEFINITIONS.

1.1 Classroom. A "Classroom" is a physical room or location owned or leased by Company, including but not limited to a school or a training facility, in which classes are provided by Company and attended by students. A Classroom may include no more than 20 Work Stations.

1.2 Classroom Training Services. "Classroom Training Services" are the training services provided by Company, in either a Classroom or Virtual Classroom, to Company's customers who are users or prospective users of the Software Product(s).

1.3 EULA. A "EULA" is the software license agreement entered into between Company and Business Objects on a named user basis which authorizes Company to install and use the Software Product on an individual Work Station.

1.4 Named User License. A "Named User License" is the type license acquired by Company from Business Objects under an applicable EULA, and is further defined within such EULA.

1.5 Software Product(s). A "Software Product(s)" is the proprietary object code software product indicated on Exhibit A which is licensed to Company from Business Objects pursuant to a separate EULA.

1.6 Training Materials. "Training Materials" are the manuals and written materials purchased by Company from one of the organizations listed in Exhibit B and used by Company in connection with the Classroom Training Services.

1.7 Virtual Classroom. A "Virtual Classroom" is one or more Work Stations that are used by Company to provide training to students in locations other than Company's training facilities. A Virtual Classroom may include no more than 20 Work Stations.

1.8 Work Station. A "Work Station" means one specifically identified, stand alone desktop or laptop computer with only one central processing unit which is owned or leased by Company.

2. **LICENSE GRANT.** Subject to Company's compliance with this CLA and the applicable EULA(s), Business Objects grants Company the right to use the Software Product(s) listed on Exhibit A in a Classroom or Virtual Classroom for the purpose of providing Classroom Training Services. Company must acquire one Named User License under a EULA(s) for each Work Station. The EULA governs Company's use of the Software Product(s) except to the extent the EULA is specifically modified by this CLA, in which case the terms of this CLA are controlling.

3. **AUDIT.** Upon reasonable notice to Company, Business Objects may audit, at Business Objects' expense, Company's computer systems, books and records to determine Company's compliance with this CLA and the applicable EULA(s). In the event any such audit reveals that Company has installed the Software Product(s) on more Work Stations than authorized, or that Company has knowingly breached any other material obligation under this CLA and/or the EULA(s), then, in addition to such other remedies as Business Objects may have, Company shall pay or reimburse to Business Objects the cost of the audit.

4. PRODUCT VERSIONS. From time to time Business Objects updates its software products with new and improved functionality and makes such updated software products available for license purchase in the form of new version. This CLA applies only to the Software Products listed on Exhibit A. In the event Company acquires a new version of any of the Software Product(s) listed on Exhibit A, Company must acquire a new CLA specific to such new version of the Software Product before Company may use such Software Product to provide Classroom Training Services. Upgrade pricing will be available for new versions of the CLA.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All title and intellectual property rights in and to the Software Products (including but not limited to any screenshots, images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by Business Objects. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This CLA grants Company no rights to use such other content.

5.2 If the Software Product contains documentation that is provided only in electronic form, Company may print one copy of such electronic documentation. Company may not (and will not authorize any third party to) copy the Software Products or the printed materials accompanying the Software Products or make other works based on or derived from the Software Products or documentation. This CLA does not grant Company any right to modify, customize, alter, decompile, disassemble, reverse engineer or make derivative works of the Software Product or any documentation provided to Company with the Software Product or as part of this CLA.

5.3 Company may not develop training materials, methodologies or programs of any kind using the Software Product, documentation or materials provided to Company pursuant to this CLA without Business Objects’ prior written consent. Notwithstanding the foregoing, in the event that Company or any of its employees or agents make any works based on or derived from the Software Products or related documentation, or otherwise include or make any reproductions, copies or partial copies of the Software Products or documentation, all such works, and all intellectual property rights therein, shall be owned by Business Objects. Company agrees to assign, and hereby does assign, to Business Objects and its successors and assigns, without further consideration, the entire right, title and interest or such lesser interest as Business Objects may in any particular case choose to accept, in and to each and all such works.

5.4 This license does not grant Company any rights to use or reproduce the Business Objects trademarks or logos.

6. MANNER OF CONDUCTING CLASSROOM TRAINING SERVICES.

6.1 Company shall at all times conduct the Classroom Training Services in a manner that reflects favorably on the Software Products and Business Objects. Company agrees: (a) to avoid deceptive, misleading or unethical practices that are or might be detrimental to Business Objects, the Software Products or the public; (b) to make no false or misleading representations with regard to Business Objects, the Software Products or Company’s Classroom Training Services; (c) not to disparage Business Objects or the Software Products; (d) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; and (e) to make no representations, conditions, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Business Objects Products that are inconsistent with the literature distributed by Business Objects.

6.2 Company agrees to purchase all manuals and course materials for the Classroom Training Services from a Training Materials provider set forth on Exhibit B. Business Objects will make available to these providers the names of the organizations that have an activated CLA.

7. PAYMENT AND FEES. In consideration of the classroom license granted to Company in this Agreement, Company agrees to pay Business Objects a license fee of \$4,000 per classroom upon execution of this Agreement.

8. WARRANTY Company warrants that: (a) Company is customarily engaged in the established business of providing Classroom Training Services; (b) the Classroom Training Services will be performed in a manner consistent with professional standards; and (c) the Classroom Training Services will be provided in strict conformity with all terms and conditions in this Agreement and in compliance with the EULA, and that each Work Station in Company's Classroom and/or Virtual Classroom complies with a Named User License and appropriate EULA. Upon any breach of or nonconformity with any of the foregoing warranties, Business Objects shall have the right to require prompt correction of, or itself correct, such breach of non-conformity, at Company's sole expense.

9. TERM AND TERMINATION. Except as otherwise indicated in writing, the rights granted under this CLA are perpetual with respect to the Software Product(s) listed on Exhibit A; provided, however, that this CLA may be terminated by either party for cause upon the occurrence of any of the following events: (a) the other party commits a breach of any of its material obligations under this CLA or the EULA and fails to cure such breach within ten (10) calendar days after written notice thereof from the non-breaching party, or commits a material breach which is incapable of cure; or (b) an insolvency proceeding or other proceeding for the general settlement of debts in relation to the other party is commenced or there is appointed a receiver, administrator, or other similar official over the assets of such other party.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUSINESS OBJECTS BE LIABLE TO COMPANY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL BUSINESS OBJECTS' LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY COMPANY HEREUNDER.

11. RELATIONSHIP OF THE PARTIES. Neither Company nor any of its employees is an employee, agent, joint venturer, franchisee or partner of Business Objects. Company does not have, and will not represent that it has, any power, right or authority to bind Business Objects, or to assume or create any obligation or responsibility, express or implied, written or oral, on behalf of Business Objects or in Business Objects' name, except as herein expressly provided. Company and Business Objects expressly agree that neither Company nor any of its employees or agents are to be considered employees of Business Objects, either directly or indirectly. Company has the sole right to hire and exclusively exercise appropriate management control of its employees and agents, including, setting the wages, hours and working conditions of its employees and agents. Company is solely responsible for ensuring that its employees are eligible to work in the country of assignment and are in possession of valid documentation demonstrating eligibility. Company shall report as income all compensation received pursuant to this Agreement. Company shall be solely responsible for payment of any income taxes, social security taxes, unemployment or disability insurance charges or similar items in connection with its performance of the Classroom Training Services. Company shall indemnify and hold harmless Business Objects to the extent of any obligation imposed by law on Business Objects to pay any of such charges, taxes or similar items in connection with Company's provision of the Classroom Training Services.

12. INDEMNITY. Company shall indemnify and hold harmless Business Objects, its officers, agents and employees ("Indemnitees") from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from the performance of the Classroom Training Services, including without limitation: (a) any bodily injury, sickness, disease or death; (b) any injury or destruction to property or any loss of use resulting therefrom; (c) any violation of any statute, ordinance, or regulation; (d) any infringement of a copyright, patent or other proprietary right, or misappropriation of a trade secret, of any third party; or (e) any poor performance of the Classroom Training Services or any other failure to perform the Classroom Training Services as required under this Agreement. Such indemnity shall apply regardless of whether liability without fault is imposed or sought to be imposed on one or more of the Indemnitees,

except to the extent such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Indemnatee and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on Company.

13. GENERAL

13.1 This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The parties agree and submit to the personal and exclusive jurisdiction and venue of courts in San Jose, California.

13.2 Company shall not transfer, assign, or delegate all or any part of this Agreement or any right, interest, or obligation hereunder, and any attempt to do so shall be void.

13.3 All notices and correspondence required or permitted to be given hereunder shall be in writing and sent by overnight courier, registered mail or personal delivery to Company's and Business Objects' addresses appearing on the signature page of this Agreement. Notice shall be effective upon receipt.

13.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13.5 This Agreement, together with all exhibits attached hereto and incorporated herein, and the applicable EULA(s) constitute the entire agreement between the parties and supersede and replaces all prior or contemporaneous agreements, written or oral. Company and Business Objects agree that the terms and conditions of this Agreement shall apply to all Classroom Training Services provided hereunder and cannot be modified or amended except by a writing signed by the parties. No other terms and conditions, whether printed on Company's or Business Objects' forms or elsewhere, will be binding on the parties unless agreed to in writing by Company and Business Objects.

By: _____

Title: _____

Date: _____

BUSINESS OBJECTS AMERICAS

By: _____

Title: _____

Date: _____

EXHIBIT A

Software Product(s) covered by this Agreement

Check All That Apply	Software Product
	Crystal Reports 7
	Crystal Reports 8
	Crystal Reports 8.5
	Crystal Reports 9
	Crystal Reports 10
	Crystal Reports XI

Fill in the total Number of Classrooms Covered by this Agreement: _____

If more than 1 classroom is covered by this agreement please provide the locations of these classrooms below.

EXHIBIT B

Provider(s) of Training Materials and contact information

Contact the vendor directly for pricing.

1. **Hammerman Associates Inc.**
Time Zone: Eastern Standard Time
Contact Karnow Prudent
Telephone: 1-800-783-2269
online orders at www.hammerman.com

2. **Element K Courseware**
Time Zone: Eastern Standard Time
Contact: Cristina LoVerde
Telephone: 585-240-7318