

CRYSTAL REPORTS 9 DEVELOPER AND ADVANCED LICENSE AGREEMENT

-IMPORTANT-

Read This Carefully Before Installing the Software.

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DEFINITIONS

- 1.1 "Access" means to connect to the Runtime Software or the Report Application Software either directly or indirectly through any middle tier application(s).
- 1.2 "Client Application" means a purpose-specific Windows application that utilizes the Runtime Software and is installed fully on an end user's machine, with all report processing local to that machine. Software programs consisting of more than one related module(s) or component(s) shall be considered one Client Application.
- 1.3 "Deployment" or "Deploy" means installing into production Client Applications and/or Server/Web Applications on one or more computers within your company or organization only in connection with your internal business purposes.
- 1.4 "Design Tools" means the Crystal Reports report design application and utilities installed by the Crystal Reports setup program and associated documentation.
- 1.5 "Distribution" or "Distribute" means selling, leasing, licensing or redistributing Client Applications and/or Server/Web Applications to third party end users external to your company or organization.
- 1.6 "Report" means any work or document created using a Crystal Decisions product, regardless of resulting file format.
- 1.7 "Report Application Server" means the software supplied on the Report Application Server media, including the ePortfolio Lite application and associated documentation.
- 1.8 "Runtime Software" means files listed in the Runtime Licensing section of runtime.txt file provided with the Software, individually, collectively or in any combination
- 1.9 "Server/Web Application" means a purpose-specific software program that utilizes the Runtime Software or the Report Application Server and allows more than one user Access to the Runtime Software or the Report Application Server. Software programs consisting of more than one related module(s) or components shall be considered one Server/Web Application. Multiple instances of the same Server/Web Application are deemed a single Server/Web Application, and Server/Web Applications that process or distribute substantially similar reports are deemed a single Server/Web Application
- 1.10 "Server Environment" is defined as any server system, licensed from Crystal Decisions or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to ASP .NET, Java servers, Citrix servers, report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, extranet, client/server network, wide-area network, or any other multi-user network.
- 1.11 "Software" means the Crystal Reports software provided on your software media in object code form and associated documentation, any updates, additional modules, or additional software provided by Crystal Decisions in connection therewith; it includes Design Tools, the Report Application Server and Runtime Software, but does 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.

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3.2 **Use of the Report Application Server.** You may install and use a single copy of the Report Application Server on a single computer owned or operated by you and may permit remote Server/Web Applications to Access the Report Application Server for your internal business purposes. A single Server/Web Application may Access only one installation of the Report Application Server. Under no circumstances may you allow a single Server/Web Application to Access more than one installation of the Report Application Software by combining additional Software licenses, other Crystal products that include the Report Application Server, promotional offers of any kind, or by any other means, unless you acquire an add-on license for additional Report Application Server scalability. You may not Distribute the Report Application Server to third parties without written authorization from Crystal Decisions.

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4.1 **Deployment and Distribution of Client Applications.** Crystal Decisions grants you a personal, nonexclusive, limited license to Deploy, reproduce and Distribute Client Applications to end users, if you comply with all of the terms of this license agreement, including section 4.4.

4.2 **Deployment Within Your Organization of Server/Web Applications Utilizing the Runtime Software.** You may install and use Server/Web Applications utilizing the Runtime Software in one or more Server Environments owned or operated by you for your internal business purposes. The Runtime Software may be installed on only one server in each Server Environment, and only one instance of the Runtime Software per Server/Web Application may be utilized on that Server at any one time. Under no circumstances may you allow a single Server/Web Application to Access more than one installation of the Runtime Software by combining additional Software licenses, other Crystal products that include the Runtime Software, promotional offers of any kind, or by any other means, unless you acquire an add-on license for additional Runtime Software scalability.

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4.4.1. You distribute copies of the Runtime Software solely as a part of specific -purpose application programs written using an authorized copy of the Software;

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4.4.6. You do not use the Client Application or the Server/Web Application on a rental or 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 Decisions.

4.4.7. You will defend, indemnify and hold Crystal Decisions harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Software;

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End User agrees not to use the Runtime Software to create for distribution a product that is generally competitive with Crystal Decisions product offerings;

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End User agrees not to use the Software on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties unless End User first acquires an Application Service Provider License from Crystal Decisions;

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