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TO:	Validation Program Manager	FROM:	
FAX NUMBER	408-570-8978	COMPANY	
PHONE NUMBER	866-323-7827	FAX NUMBER	
DATE		PHONE NUMBER	
PAGES: (Including Cover)	2	SUBJECT:	Workshop Validation Agreement

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

**BEA WORKSHOP VALIDATION PROGRAM
ENROLLMENT AGREEMENT**

Subject to BEA's approval of Partner's Application and Enrollment Form for the BEA Partner Program, this BEA Workshop Validation Program Agreement (this "Agreement"), with an effective date of _____, 200_ ("Effective Date") will become a legal agreement between the party named below (the "Partner") and BEA Systems, Inc. ("BEA"). By executing this Agreement, Partner's duly authorized representative (whose name and title shall be entered below) represents and warrants that he or she has read and understood the terms of this Agreement, that he or she has the authority to bind Partner to this Agreement and that Partner agrees to be bound by the terms and conditions of this Agreement.

Benefits and Qualifications. The benefits and qualifications of the BEA Workshop Validation Program (the "Validation Program") are outlined in the BEA Validation Program Guide posted at <http://partnernet.bea.com> ("Validation Program Benefits"). Provided that (a) BEA has accepted Partner's Application and Enrollment Form for the BEA Partner Program, (b) Partner is a member of the BEA WebLogic Workshop Controls and Extensibility Program, (c) and Partner meets all the Validation Program qualifications set forth in the BEA Validation Program Requirements Documents (the "Requirements Documents"), Partner will receive the Validation Program benefits associated with the Validation Program. BEA reserves the right to update the Validation Program from time to time.

Validation Program Requirements. BEA's acceptance of Partner's enrollment in the BEA Partner Program is a prerequisite to joining the Validation Program. Partner may participate in the Validation Program only during the period that Partner is enrolled in the BEA Partner Program. Partner shall continue to receive Validation Program benefits for so long as Partner is current in the BEA Partner Program, and provided that Partner meets both the Partner Program's then-current requirements, and the then-current Validation Program qualifications.

Partner Workshop Validation. Provided that BEA verifies in writing that the Partner Product meets the criteria as set forth in the Requirements Documents, Partner may refer to its software application in advertising or marketing material as "being validated by BEA" for only the versions of the BEA software and Partner Product that has been validated by BEA. BEA makes no warranty, express or implied, as to the performance or functionality of the Partner Product(s).

Indemnification. Partner shall indemnify, defend and hold harmless BEA and its directors, officers and employees (collectively "Indemnified Parties") from and against all claims, actions, liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees, that may at any time be incurred by reason of a third party claim against the Indemnified Parties based upon any representations made by Partner related to BEA's software. The Indemnified Party agrees to (i) give written notice of the claim promptly to the Partner; (ii) give Partner sole control of the defense and settlement of the claim, provided that any such defense or settlement does not impose any liability on the Indemnified Party; and (iii) provide to Partner reasonable information and assistance at Partner's sole expense.

Trademark License. Partner is granted a license to use the Marks (as defined in the Partner Program Agreement), subject to the terms and conditions set forth therein.

General. Either party may terminate this Agreement for cause upon thirty days written notice to the other party. Cause for termination shall include: breach of a material obligation, bankruptcy or insolvency, or failure to pay. In addition, Partner's enrollment in the Validation Program may be cancelled for failure to meet the minimum qualifications. BEA's total liability under this Agreement shall not exceed amounts received by BEA from Partner under this Agreement. Partner agrees that it will treat all information provided to Partner by BEA as a result of this Agreement as confidential and shall protect it as if it were Partner's own confidential information. Partner may not assign this Agreement by operation of law or otherwise, without the prior written consent of BEA.

Each of the undersigned represents and warrants that he or she is duly authorized to sign this Amendment on behalf of the party he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute together one and the same agreement, and is effective as of the Effective Date.

BEA SYSTEMS, INC.

("PARTNER")

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____