

ALTOVA CONTRACTMANAGER INITIAL SETUP AGREEMENT



Customer

Customer Name/Title

E-mail

Telephone

Invoice Address:

Company Name

Address 1

Address 2

Country

City/State/Zip

VAT ID (EU Customers only)

Brief Description of Task

Altova desires to help Customer create an initial setup of Altova ContractManager. This includes setting up the initial structure, modifying existing templates for Customer's specific needs, setting roles and permissions, creating templates to view data (e.g. reports), and migrating data from existing system to Altova ContractManager. By signing this agreement, Customer agrees to the terms below:

Customer Contact Name:

Signature: _____ Date: _____

Phone Number: _____

Email Number: _____

ALTOVA PRODUCT CONSULTING AGREEMENT

This **ALTOVA CONTRACT MANAGEMENT INITIAL SETUP AGREEMENT** (the "Agreement"), effective as of the date last signed below, is entered into by and between Altova GmbH ("Altova"), having a principal place of business at Rudolfplatz 13a/9, A-1010, Wien, Austria, and **Customer**, as specified on page 1 (hereafter "Customer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Extent of Services. Altova desires to help Customer create an initial set up of Altova ContractManager. This includes modifying existing templates for Customer's specific needs, setting roles and permissions, creating templates to view data (e.g. reports), and migrating data from existing system to Altova ContractManager. While Altova strives to complete all projects within thirty (30) days, additional time may be required. Altova does not guarantee any result to any project or even that a solution is possible. If Altova determines that it is unable to implement a solution, Altova will contact Customer as soon as possible. No communication between Customer and Altova may modify or amend the terms set forth herein except via written agreement explicitly approved by an officer of Altova and an authorized representative of Customer.

2. Term. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue for thirty (30) days. At Altova's election, Altova may extend the deadline for addition time to complete the project. Either party may terminate this Agreement at any time by providing the other party with five (5) days' notice. Customer must own a valid ContractManager License during the term of this Agreement. If Customer fails to pay or renew said license, Altova may terminate this agreement immediately and without notice.

3. Compensation. There is no charge for this service.

4. Ownership and Proprietary Rights. The parties acknowledge and agree that no ownership rights, license rights or warranties are granted or provided by Altova to Customer under this Agreement with respect to any software, code, documentation, reports or other intellectual property created or provided by Altova in performing the Services (collectively, "Software") and Altova or its Licensor will own all right, title and interest in and to any Software. Altova or its Licensor will own all right, title and interest (including the copyright and any other intellectual property rights) in and to any other materials distributed in connection with the Services ("Materials") and Customer will own the Customer data entered into to ContractManager. Customer shall use the Materials and Software for Customer's internal purposes only, solely in conjunction with the Services.

5. Confidential Information. Any information that the receiving party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry), including but not limited to any Software and Materials (which are confidential information of Altova) and the terms of this Agreement, is confidential information of the other party and shall remain the sole property of the disclosing party. Each party agrees that it shall not disclose such information (except on a need-to-know basis to employees, agents and representatives who are legally obligated to protect the confidentiality of such information) and it shall not use, modify, copy, or reproduce such confidential information other than to fulfill its obligations under this Agreement. The receiving party shall, upon the termination of this Agreement, return to the disclosing party all tangible manifestations of confidential information received by the receiving party pursuant to this Agreement (and all copies and reproductions thereof) or, at the disclosing party's request, destroy such information and certify as to such destruction. The prohibitions contained in this Section shall not apply to information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully

obtained from any third party or (e) tangible materials provided to the Customer. Neither party shall disclose to third parties, other than its agents and representatives on a need-to-know basis, the terms of this Agreement, including any exhibits or schedules hereto, without the prior written consent of the other party, except either party shall be entitled to disclose (i) such terms to the extent required by law; and (ii) the existence of this Agreement. Altova and its personnel may freely use and disclose, including in the performance of services for others, their general skills, knowledge, experience, and know-how, including, without limitation, general processes, concepts, methods, techniques and other residual information learned in the performance of the Services, subject only to Altova's obligations set forth above in this Section regarding Customer's confidential information and ownership rights.

6. Warranties; Disclaimers. ALTOVA WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER USING TRAINED PERSONNEL. THE SERVICES AND ANY SOFTWARE OR MATERIALS PROVIDED BY ALTOVA TO CUSTOMER SHALL BE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALTOVA SPECIFICALLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALTOVA SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY ANY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CUSTOMER BY ALTOVA DURING PERFORMANCE OF THE SERVICES, OR OTHERWISE. ALTOVA DOES NOT WARRANT THAT THE SERVICES AND ANY SOFTWARE OR MATERIALS PROVIDED BY ALTOVA TO CUSTOMER HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER AND ALTOVA ASSUMES NO RESPONSIBILITY FOR THE QUALITY, UTILITY, ACCURACY OR SECURITY OF THE SERVICES, SOFTWARE OR MATERIALS OR USEFULNESS OF THE SAME FOR ANY PURPOSE. ALTOVA DOES NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS. ALTOVA ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE SECURITY OF CUSTOMER'S ELECTRONIC ENVIRONMENT, WHETHER OR NOT ALTOVA HAS INSTALLED OR PROVIDES ANY SECURITY EQUIPMENT, SOFTWARE, OR SERVICE.

7. Limitation of Liability. The entire liability of each party for any claims arising under this Agreement, whether in contract, warranty, tort, strict liability, or otherwise, shall be limited to greater of the amount Altova has received from customer in connection with this Agreement or \$100. Neither party shall be liable in connection with this Agreement for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including without limitation, business interruption, lost profits or loss of records or data, regardless of the form of action or legal or equitable theory and whether or not such damages are foreseeable or a party has been advised of the possibility of such damages.

The provisions of this Section allocate the risks under this Agreement between Altova and Customer. Altova's pricing reflects this allocation of risk and the limitation of liability specified herein. Altova and Customer expressly agree that the liability limitations contained in this Section shall remain in effect even if an exclusive remedy in this Agreement is determined to fail of its essential purpose.

8. Relationship. The relationship of Altova and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as agents, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Moreover, under no circumstances shall any employees of one party be deemed to be the employee of the other party for any purpose. Each party shall pay all wages, salaries, and other amounts due its respective employees relative to this agreement

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and shall be responsible for all obligations respecting them relating to income tax withholdings, unemployment insurance premiums, worker’s compensation, healthcare and pension plan contributions and other similar responsibilities.

9. Non-solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer shall not, directly or indirectly, solicit for employment, whether as an employee or independent contractor, any employee of Altova that was involved in providing the Services, or cause or induce any such person to terminate his or her employment with Altova. In the event that Customer breaches this provision, the parties hereby agree that Customer will pay Altova, as liquidated damages, an amount equal to twice the then current annual compensation, including but not limited to salary, bonus, and other perks of the employee.

10. Survival. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. The terms of Sections 4 – 9 shall survive termination of this Agreement.

11. Miscellaneous.

(a) Publicity. The parties may not make any public statement, press release, or other announcement relating to the terms of or existence of this Agreement without the prior written consent of the other party, except as required by law. Notwithstanding the preceding sentence, Altova may identify Customer as a customer on any Altova customer list published, in print or electronically.

(b) Notices. Any notice required or permitted hereunder shall be in writing delivered (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. For Altova, addresses to Altova GmbH, Thomas Kefer, Rudolfsplatz 13a/9 A-1010, Wien, Austria EU; and if to Customer, to any address provided to Altova pursuant to this Agreement.

(c) Waiver and Severability; Modification. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default nor shall any delay or omission on the part of a party to avail itself of any right or remedy that it has hereunder impair such right or remedy or operate as a waiver of any right or remedy. Any waiver by Altova of any breach or default under this Agreement or

modification of this Agreement must be made in writing referring to this Agreement, specifically stating its intention to affect a waiver or modification, and executed by an authorized corporate officer of Altova. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to the minimum extent necessary to make it legal or enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

(d) Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Austria (excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods) and you expressly agree that exclusive jurisdiction for any claim or dispute with Altova or relating in any way to your use of the Software resides in the Handelsgericht, Wien (Commercial Court, Vienna) and you further agree and expressly consent to the exercise of personal jurisdiction in the Handelsgericht, Wien (Commercial Court, Vienna) in connection with any such dispute or claim.

(e) No Other Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Services and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither party has made any statement, representation, warranty or agreement in connection herewith which has been relied upon by the other party or which acted as an inducement for the other party to enter into this Agreement or which shall be deemed binding.

(f) Altova Software. This Agreement does not govern the use of Software or Altova software that is publicly available for sale. Use of all such software is governed by the terms of an Altova Software License Agreement. Altova’s ownership rights, Customer’s license rights and obligations and any disclaimers of warranties made by Altova with respect to any Software provided by Altova to Customer under this Agreement shall be governed by the applicable terms and conditions related to Software as set forth in an Altova Software License Agreement.

(g) Applicable Laws; Export Administration. Each party agrees to comply with all applicable laws and regulations. Each party agrees to comply with all relevant export laws and regulations to assure that neither any Software deliverable, if any, nor any direct product thereof is (a) exported, directly or indirectly, in violation of the export laws, or (b) used for any purposes prohibited by the export laws, including without limitation, nuclear, chemical or biological weapons proliferation.

In witness hereof, the parties have executed this Agreement effective as of the Effective Date of this Agreement.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

ALTOVA GMBH

By: _____

Name: _____

Title: _____

Date: _____

*** Please send completed Agreement to Altova via email sales@altova.com ***