

## User and Reference Manual



ALTOVA®

**European Banking Authority**  
**(EBA) XBRL add-in for Excel**

EBA XBRL Made Easy

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## **Altova® EBA add-in for Excel, version 2018r2 User & Reference Manual**

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# 1 Altova® European Banking Authority (EBA) XBRL add-in for Excel, version 2018r2

The **Altova® European Banking Authority (EBA) XBRL add-in for Excel** enables your organization to submit data to European Banking Authority (EBA) in XBRL (eXtensible Business Reporting Language) format, as part of supervisory reporting. Namely, it can be used by institutions that prepare data for submission directly to the European Banking Authority (the so-called "second level reporting").



The **Altova® European Banking Authority (EBA) XBRL add-in for Excel** enables preparers of EBA supervisory reports to do the following:

- Enter XBRL data in Microsoft Excel, using a predefined template spreadsheet which maps to the EBA XBRL taxonomy.
- Validate the report data directly from Excel, to ensure it conforms to the EBA XBRL taxonomy.
- Export report data from Excel to XBRL format.
- Import data from existing XBRL reports into Excel.

In the current version of the add-in (**2018r2**), the supported XBRL taxonomies are EBA Taxonomy versions 2.0-2.7.0.1.

This documentation should be read in conjunction with the supporting documents included with the EBA XBRL Taxonomy, such as:

- "Description of DPM formal model"

- "EBA Architecture for XBRL representation of DPM"
- "EBA Filing Rules v4.2"

**System requirements**

- Windows 7 SP1 with Platform Update, Windows 8, Windows 10
- Windows Server 2008 R2 SP1 with Platform Update or newer
- Microsoft Excel 2016, 2013, 2010
- .NET Framework 4.0 or later

The add-in is available for both Microsoft Excel 32-bit and 64-bit.

**Note:** Microsoft Excel 64-bit is recommended if you need to load big taxonomies such as COREP CON, COREP IND, FINREP. Otherwise, you may see "out of memory" errors when attempting to load such taxonomies with Microsoft Excel 32-bit.

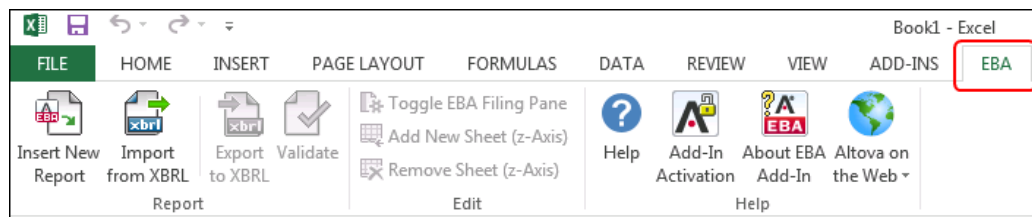
*Last updated: 11 April 2018*

## 2 Installation and Licensing

To install the Altova® European Banking Authority (EBA) XBRL add-in for Excel, download the executable from the Altova website (<https://www.altova.com>) and run it. Follow the wizard steps to complete the installation. You will need to accept the license agreement and privacy policy in order to proceed with the installation.

Make sure to download the executable corresponding to your operating system's platform (32-bit or 64-bit). The 32-bit executable can be installed on both 32-bit and 64-bit Windows; however, it supports only Excel 32-bit.

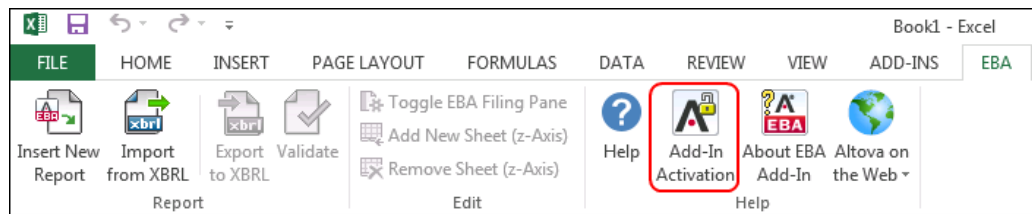
After installation, a new tab called **EBA** becomes available in the Excel ribbon.



### Licensing

To use Altova® European Banking Authority (EBA) XBRL add-in for Excel, a valid license key code is required. To enter the license key code, purchase a new one, or request a free evaluation from the Altova website, take the following steps:

1. In the Excel ribbon, click the **EBA** tab.
2. Click **Add-In Activation**.



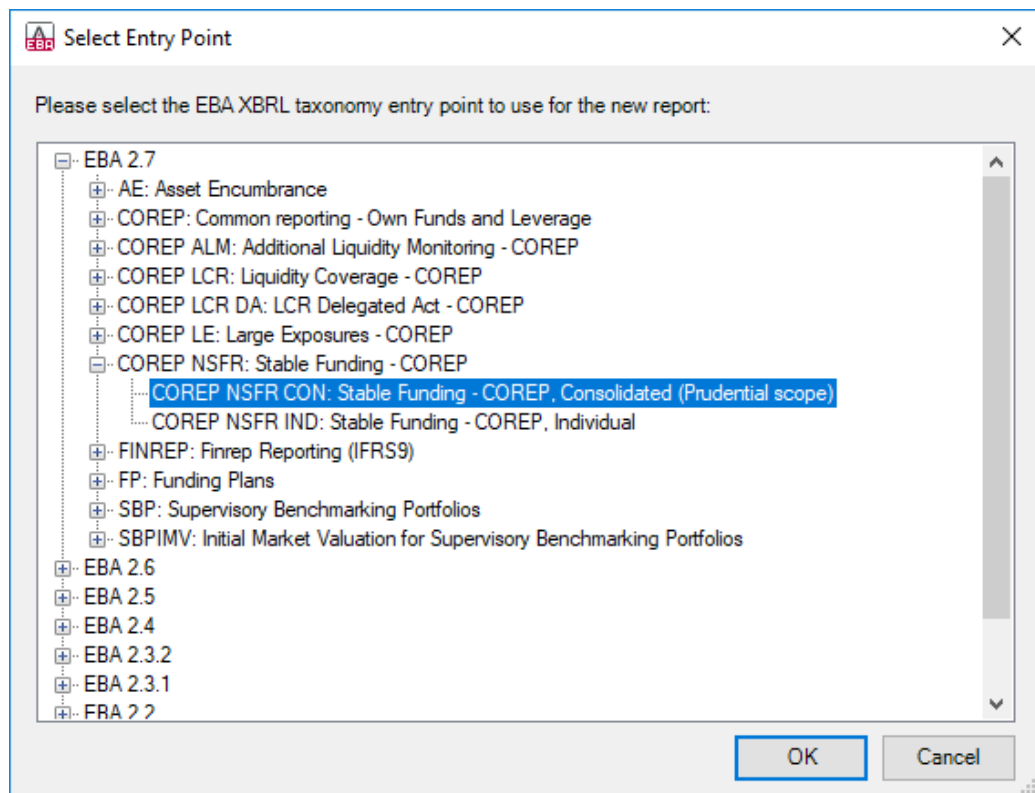
### How to view the current version of the add-in

1. In the Excel ribbon, click the **EBA** tab.
2. Click **About EBA Add-In**.

## 3 Creating a New Report

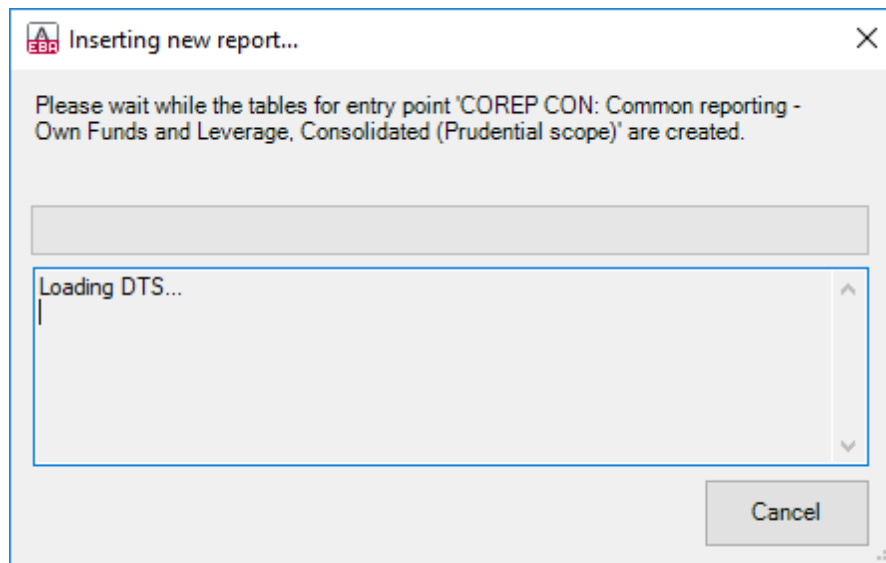
To create a new report for second-level submission to EBA, follow the steps below:

1. In the Excel ribbon, click the **EBA** tab.
2. Click **Insert New Report**.
3. When prompted, select the taxonomy entry point corresponding to the report that you wish to create. For more information, refer to the supporting documents of the EBA taxonomy (specifically, see the "EBA Architecture for XBRL representation of DPM").

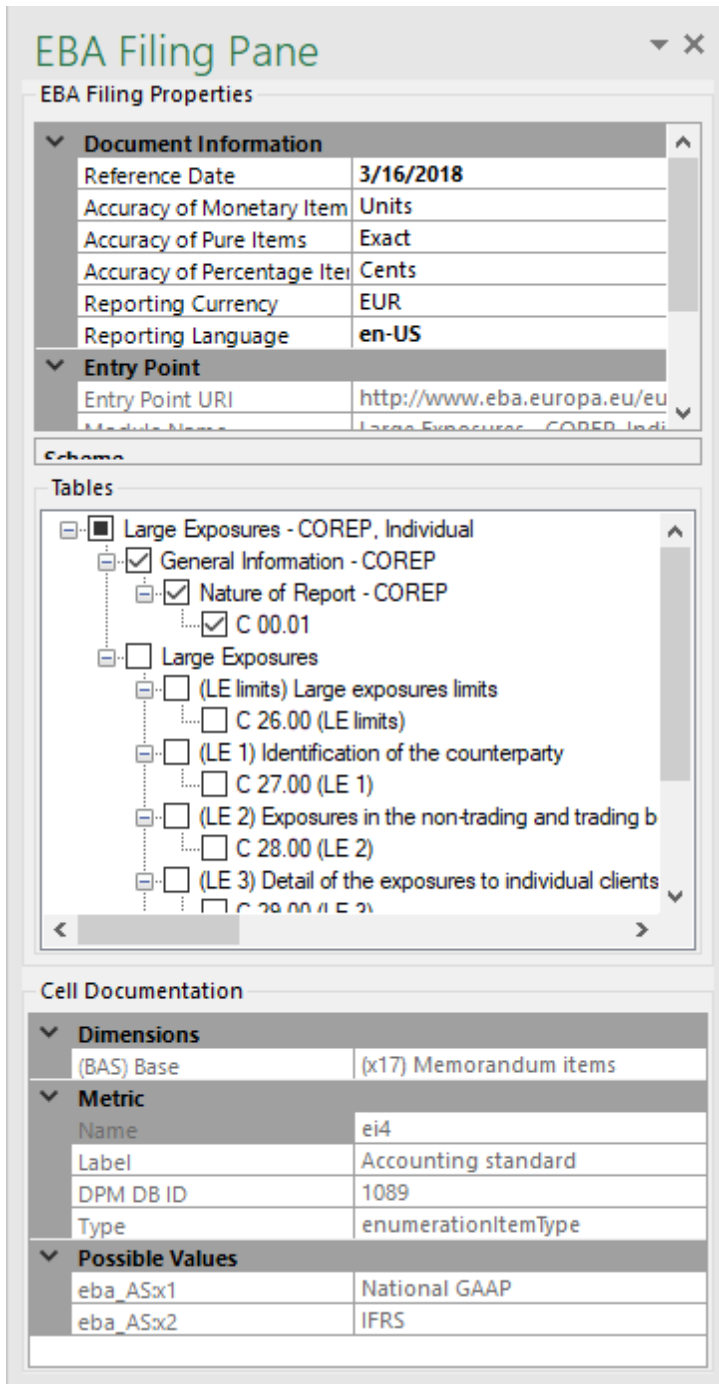


4. Be patient while the report tables are loaded into Excel. During this operation, a dialog box informs you of the progress, for example:





Once the report tables have finished loading, notice the **Tables** section in the **EBA Filing Pane** to the right.



EBA Filing Pane

Each table with a selected check box next to it appears on a new sheet in the Excel book. To go to a specific sheet, either navigate to it using the standard Excel way, or click the corresponding table in the **EBA Filing Pane**. To hide the sheet of a particular table, click to clear the check box next to it. Tables that are not selected will not be included in the report. To include a table in the report at any time, select its corresponding check box in the **EBA Filing Pane**.

Some tables support a Z-Axis (a third dimension). For information about how to add a Z-Axis into a table, see [Entering Data into Three-Dimensional Tables \(Z-Axis\)](#) .

Each report table displayed in the **EBA Filing Pane** is XBRL-bound, meaning that you can enter data directly in the table cells so that it is saved to the XBRL instance file when the report is ready. While the report data is work in progress, you can save the Excel workbook containing XBRL-bound sheets and reopen it at any time later, just like a standard Excel workbook.

When clicked, each XBRL-bound cell displays information in the Cell Documentation box of the **EBA Filing Pane**. This description originates in the underlying XBRL taxonomy.

Several XBRL report properties are available in the **EBA Filing Pane** to the right. These properties directly affect the content of the XBRL instance file that will be created when you export the XBRL instance. To view what each property does, click it and observe the description displayed in the lower area of the pane.

Any sheets that contain tables are bound to the XBRL taxonomy, so they must not be deleted. It is also not recommended to rename such sheets. If necessary, you can add new sheets to the workbook; however, such sheets would not be bound to the XBRL taxonomy and consequently be ignored when you generate the XBRL instance file.

## 4 Entering Data

Use the standard Excel commands to enter or paste values into the cells of any XBRL-bound sheet. When pasting data, however, be aware of the following tips and best practices:

- As a general rule, gray cells must not be edited. Only cells that are included in the XBRL-bound area (delimited by the table boundaries) are to be edited.
- For guidance with respect to the purpose of the cell, and data expected to be entered, consult the Cell Documentation displayed in the **EBA Filing Pane**.
- If you paste data from multiple columns, the number of pasted columns should correspond to the number of columns in the predefined sheet. If you accidentally paste a larger number of columns, or if you type text outside the default table, unwanted columns may appear outside the XBRL-bound area. To delete unwanted columns, right-click the cell and select **Delete > Table Columns**. To prevent Excel from adding new columns and rows automatically, go to **File > Options > Proofing > AutoCorrect Options > AutoFormat As You Type > Apply as you work**, and click to clear the **Include new rows and columns in table** check box.
- When pasting data, it is recommended to keep only the values (and not the formatting). Namely, select the **Paste Values** option when pasting cells or rows.
- While generating the XBRL instance file, the add-in ignores any cell formatting information and exports the *actual* value of the Excel cell. However, bear in mind that, as part of Excel functionality, the *actual* value may be different from the value displayed in the cell, because of the cell formatting information. You can view at any time the actual value (the one that will be written to the XBRL instance) in the formula bar of Excel. Consider this example:

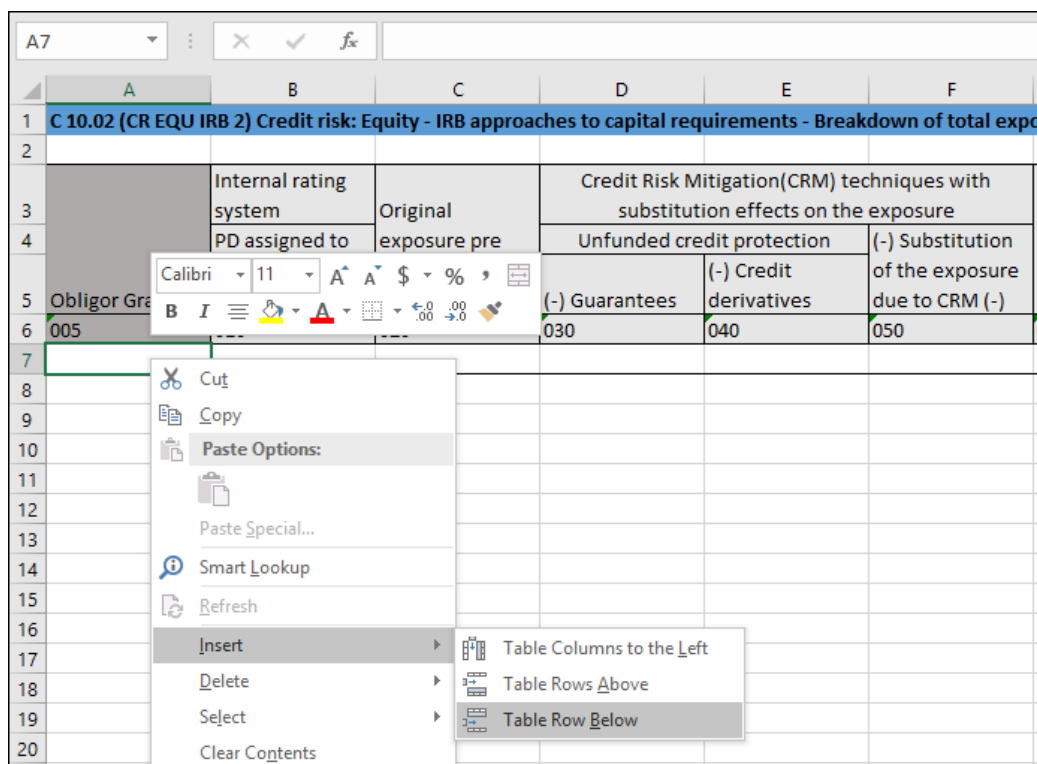
	A	B	C	D
1	C 03.00 (CA 3) Capital Adequacy - Ratios			
2				
3				Columns
4				Amount
5				010
6		CET1 Capital ratio	010	34.7%

In the example above, the value that will be written to the XBRL instance is 34.678. Note that the number accuracy reported in the XBRL instance file also depends on the value you selected for the "Accuracy" properties (see [Controlling Numeric Accuracy](#)).

### Adding new rows

With some tables, you may need to create new rows (for example, the table "C 10.02" available through the entry point **EBA 2.6 COREP CON**). In this case, you can also add new rows to the body of the report table, or delete existing rows, in the standard Excel way. For example, to add a new row to the table C 10.02 of the entry point mentioned above, do one of the following:

- Right-click a cell in the empty row (A7 in this example), and select **Insert | Table Row Below** from the context menu.



- Click the cell of the last column in the table, and press **Tab**.

**Note:** Any newly added rows must be within the XBRL-bound area of the table (clearly delimited by black lines).

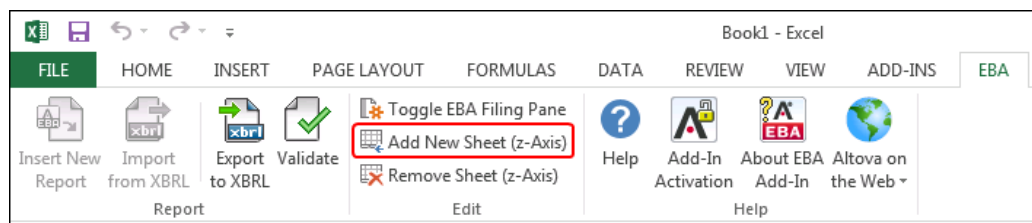
## 5 Entering Data into Three-Dimensional Tables (Z-Axis)

Most of the report tables have only two dimensions: the x-Axis (columns) and the y-Axis (rows). However, there are some tables where you may need to enter data into a third dimension (the z-Axis). An example of such a table is the "F 34.00.c (AE CON)" table available through the entry point **AE CON: Asset Encumbrance, Consolidated (Prudential scope)**. This table may need an additional sheet for each currency. As shown below, cell F3 is a drop-down list from where you can select a currency.

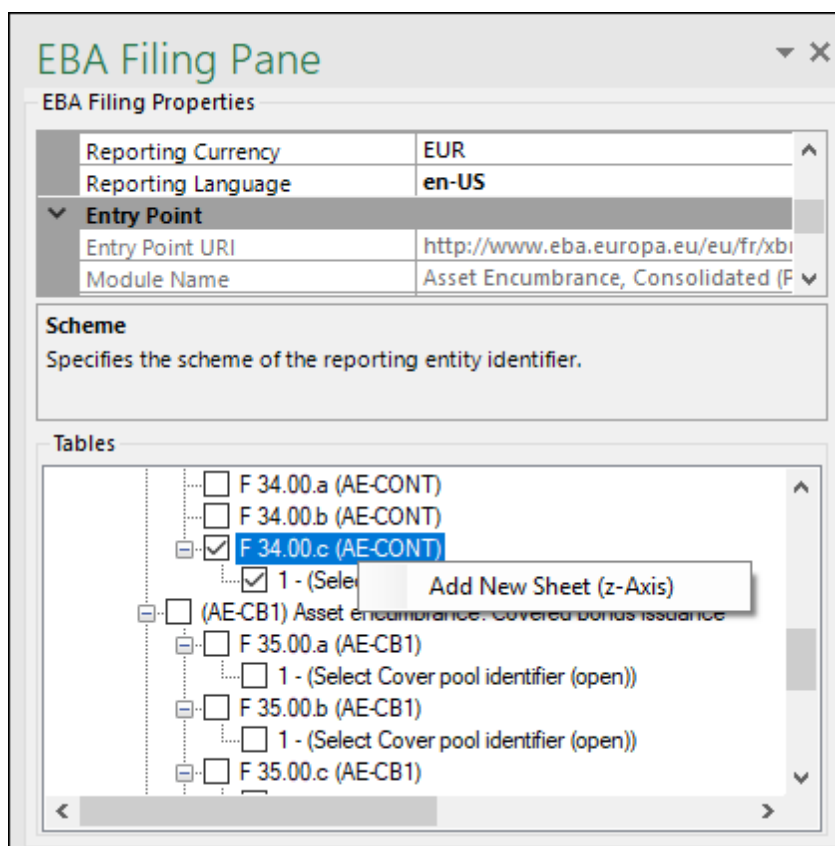
	A	B	C	D	E	F	G	H	I	
1	F 34.00.c (AE-CONT) Asset encumbrance: Contingent encumbr									
2										
3	Sheet per Significant currency									
4										
5	Continge Encumbr B. Net ef 10% deprecia significa currencie Addition amount of encumbered assets 026									
6										
7										
8										

In cases such as the one above, you can add a new sheet along the z-Axis (third dimension) of the table, as follows:

1. In the Excel ribbon, click the **EBA** tab.
2. Click the **Add New Sheet (z-Axis)** button.



Alternatively, right-click the table in the EBA Filing Pane and select **Add New Sheet (z-Axis)** from the context menu, for example:



This creates a new sheet as a copy of the existing one ("F 34.00c (1)", in this example), which will be included in the exported XBRL instance.

**Note:** The **Add New Sheet (z-Axis)** button is only enabled for those tables that allow data to be entered on a third dimension (z-Axis).

When you click a cell that represents z-Axis, the possible values for the drop-down list are displayed in the "Cell Documentation" section, for example:

Cell Documentation	
▼ <b>Dimension</b>	
Name	CUS
Label	Currency with significant liabilities
Verbose Label	Defines the currencies of the signi
DPM DB ID	775
Type	QName
▼ <b>Possible Values</b>	
eba_CU:AED	UAE Dirham
eba_CU:AFN	Afghani
eba_CU:ALL	Lek
eba_CU:AMD	Armenian Dram
eba_CU:ANG	Netherlands Antillean Guilder
eba_CU:AOA	Kwanza
eba_CU:ARS	Argentine Peso
eba_CU:AUD	Australian Dollar
eba_CU:AWG	Aruban Florin
eba_CU:AZN	Azerbaijani Manat
eba_CU:BAM	Convertible Mark
eba_CU:BBB	Barbados Dollar
eba_CU:BDT	Taka
eba_CU:BGN	Bulgarian Lev
eba_CU:BHD	Bahraini Dinar
eba_CU:BIF	Burundi Franc
eba_CU:BMD	Bermudian Dollar

To remove a sheet which was previously added along the z-Axis:

1. Open or select the required sheet.
2. Do one of the following:
  - a. In the **EBA** tab, click **Remove Sheet (z-Axis)**.
  - b. Right-click the table in the **EBA Filing Pane** and select **Remove Sheet (z-Axis)** from the context menu.

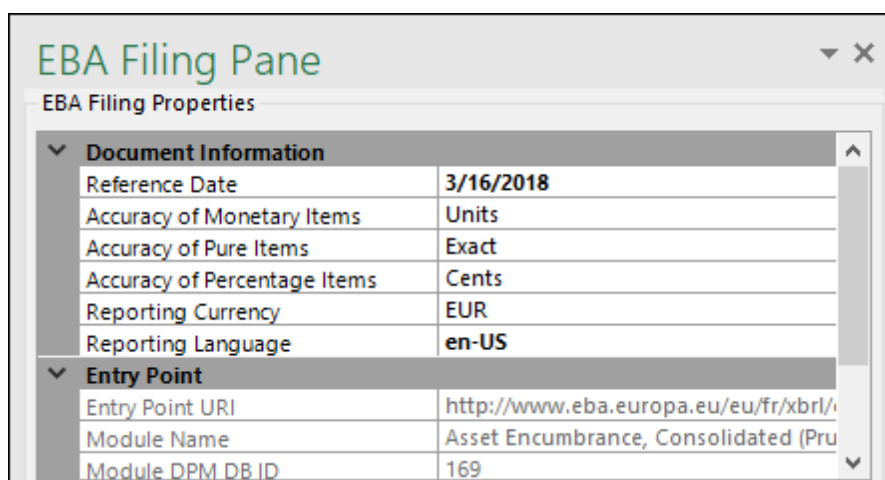


## 6 Controlling Numeric Accuracy

The accuracy of monetary and other numeric values in the XBRL EBA report can be controlled by setting the following report properties:

1. Accuracy of monetary items
2. Accuracy of pure items
3. Accuracy of percentage items

These properties are available in the **EBA Filing Pane**, in the **EBA Filing Properties** group.



Most of report items are numeric monetary items, so the property **Accuracy of Monetary Items** applies to most numeric cells in the report. For example, if you select entry point **FP IND: Funding Plans, Individual**, Table P 01.03, this property affects all cells of type `monetaryItemType`.

Cell Documentation	
<b>Dimensions</b>	
(SCO) Scope of consolidat	(x8) Funding plan
(REF) Reference date or pe	(x5) End accounting year T
(BAS) Base	(x17) Memorandum items
(CSC) Contingent scenario	(x0) No contingent scenario
(MCY) Main category	(x567) NSFR
<b>Metric</b>	
Name	mi336
Label	Surplus/(Deficit) of stable funding
DPM DB ID	4329
Type	monetaryItemType

The property **Accuracy of Pure Items** applies to values that have no unit (except percentage values). For example, if select entry point **SPB CON**, Table C 101.00, this property affects the column "Maturity (160)".

The property **Accuracy of Percentage Items** applies to values that represent a percentage. For

example, if you select entry point **FP IND: Funding Plans, Individual**, Table P 01.03, this property affects all cells of type `percentItemType`.

Cell Documentation	
<b>Dimensions</b>	
(SCO) Scope of consolidation	(x8) Funding plan
(REF) Reference date or period	(x5) End accounting year T
(BAS) Base	(x17) Memorandum items
(CSC) Contingent scenario	(x0) No contingent scenario
(MCY) Main category	(x563) LCR
<b>Metric</b>	
Name	pi334
Label	Percentage of LCR
DPM DB ID	4295
Type	percentItemType

In the XBRL instance file, the "Accuracy" properties are bound to the **decimals** attribute. By default, they are set as follows:

- The **Accuracy of Monetary Items** is set to **Units**, which sets the value of the **decimals** attribute in the XBRL instance to "0"
- The **Accuracy of Pure Items** is set to **Exact**, which sets the value of the **decimals** attribute in the XBRL instance to "INF"
- The **Accuracy of Percentage Items** is set to **Cents**, which sets the value of the **decimals** attribute in the XBRL instance to "2".

To find out how each "Accuracy" property value affects the **decimals** attribute in the XBRL instance file, see the table below.

Accuracy value	Meaning	Sets the value of the "decimals" attribute in the XBRL instance to...
<b>Exact</b>	This is the default value. When this value is selected, the accuracy will be maintained exactly as you entered it.	INF
<b>Billions</b>	Maintains accuracy up to 9 digits to the left of the decimal point (billions).	-9
<b>Millions</b>	Maintains accuracy up to 6 digits to the left of the decimal point (millions).	-6
<b>Thousands</b>	Maintains accuracy up to 3 digits to the left of the decimal point (thousands).	-3
<b>Units</b>	Maintains accuracy up to integers.	0
<b>Cents</b>	Maintains accuracy up to 2 digits to the right of the decimal point.	2
<b>Mills</b>	Maintains accuracy up to 3 digits to the right of the	3

Accuracy value	Meaning	Sets the value of the "decimals" attribute in the XBRL instance to...
	decimal point.	

**Note:** Do not set the accuracy values "Units", "Billions", "Millions", and "Thousands" for the **Accuracy of Percentage Items** property. Instead, use the "Exact", "Cents" or "Mills" accuracy values, or a custom value that would not result in an incorrectly rounded value in the XBRL instance. For example, a percent value of "23%" in the Excel report, using an accuracy of **Cents**, would be reported as "0.23" in the XBRL instance and rounded to 2 decimals to the right of the decimal point (which is acceptable). Using an accuracy of **Units** is not acceptable, since it would round 0.23 to 0.

As shown in the table, the accuracy value can be either positive or negative.

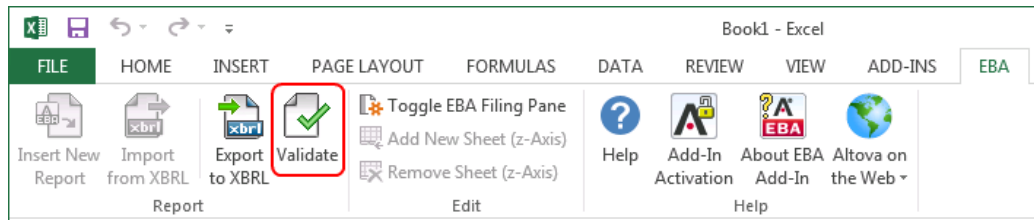
A positive value  $N$  specifies the accuracy of up to  $N$  digits to the right of the decimal place. For example, the value 2 specifies the accuracy to be in cents, while the value 3 specifies the accuracy to be up to mills.

A negative value  $N$  specifies the accuracy of up to  $N$  digits to the left of the decimal place. For example, the value -3 specifies the accuracy to be up to thousands, while the value -6 specifies the accuracy to be up to millions.

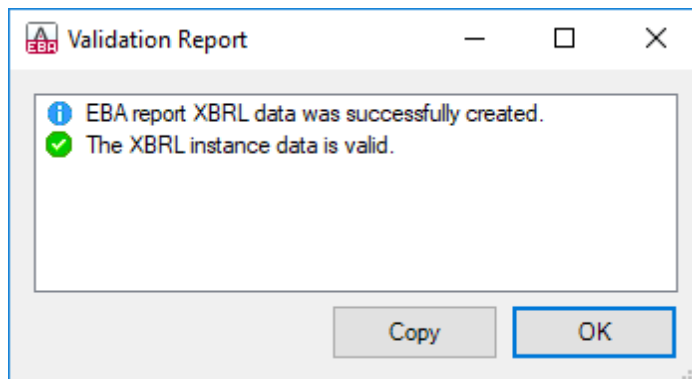
## 7 Validating Data

Validation ensures that the XBRL data you are filing conforms to the XBRL specification. The report data should be validated before you export it to XBRL. You might also want to validate data progressively, after each action that could potentially render it invalid (for example, after pasting new rows into the spreadsheet).

To validate data, click the **Validate** button in the **EBA** tab of the Excel ribbon.






Be patient while **Altova® European Banking Authority (EBA) XBRL add-in for Excel** performs the validation process. To validate XBRL data, the add-in creates an in-memory XBRL instance and a progress dialog box which informs you about the progress may be displayed for a short time. Note that the in-memory XBRL instance is not saved to the disk. When validation of the in-memory instance completes, a validation report similar to the one below is displayed.



The validation result can be any of the following:

Message type	Meaning
✓	The instance data is valid.
⚠	The instance data is valid, but has inconsistencies or warnings.
✗	The instance data is not valid.

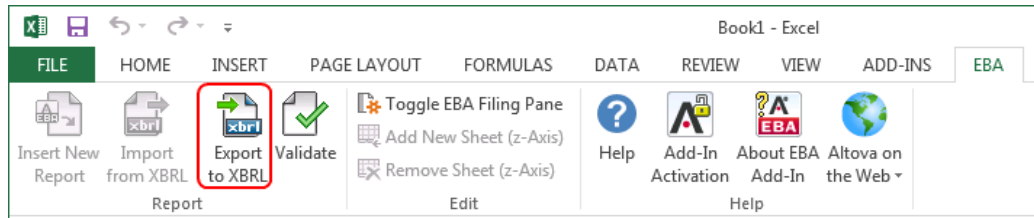
The Validation Report dialog box may additionally display any of the following message types: information messages, warnings, and errors.

Message type	Meaning
	Denotes an information message. Information messages do not make the XBRL instance invalid.
	Denotes a warning message, or an inconsistency. Warnings and inconsistencies do not make the XBRL instance invalid.
	<p>Denotes an error. If there are validation errors, the XBRL instance is not valid, and you will need to edit the report data so as to resolve each error before proceeding with the export to XBRL.</p> <p>Note: During validation, the add-in checks XBRL formula assertions and reports them as errors. If you are using the Altova RaptorXML+XBRL Server for validation (<a href="https://www.altova.com/raptorxml">https://www.altova.com/raptorxml</a>), XBRL formula assertions may be optionally configured not to be reported as errors.</p>

To copy the contents of the validation report to clipboard, click **Copy**, and then paste into a target file (for example, an email).

## 8 Exporting Data to XBRL

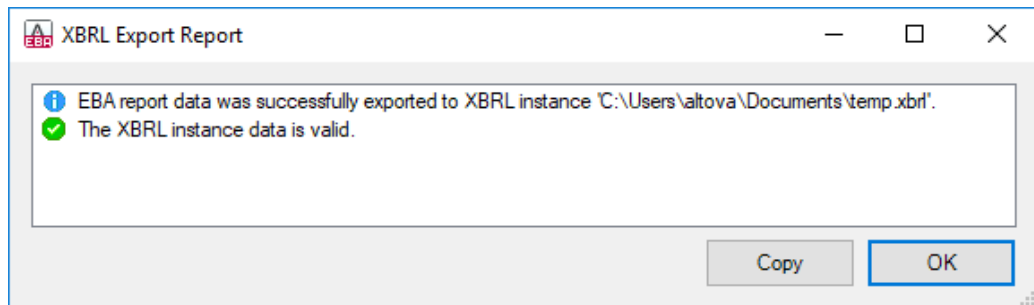
Once your report is ready and valid (see [Validating Data](#)), you can generate the XBRL instance file. To do this, click the **EBA** tab, and then click **Export to XBRL**.



By default, instance files are saved as files with .xbrl extension. If you need the exported file to have another extension (for example, .xml), type the file extension in the Export dialog box.

While the XBRL instance is being created, a dialog box which informs you about the progress may be displayed for a short time.

During the export operation, data is automatically validated. Any errors, inconsistencies and warnings are reported on the screen after the export finishes.



The XBRL instance file is created even if data is not valid; however, such report instances are not valid for XBRL submission (see also [Validating Data](#)).

In case of invalid reports, the cell values that are XBRL incompatible are ignored and not written to the XBRL instance file. For tips on how to avoid data formatting errors, see [Entering Data](#). Note, however, that not all XBRL validation errors might be related to incorrect formatting. Some errors might occur because entered data does not meet the XBRL validation rules applicable to the report you are filing.

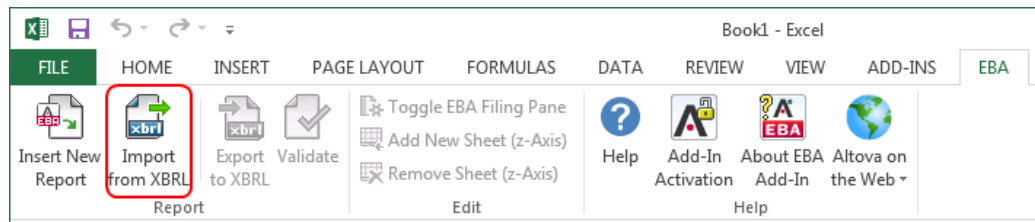
To copy the contents of the validation report to clipboard, click **Copy**, and then paste into a target file (for example, an email).

## 9 Importing Data from XBRL

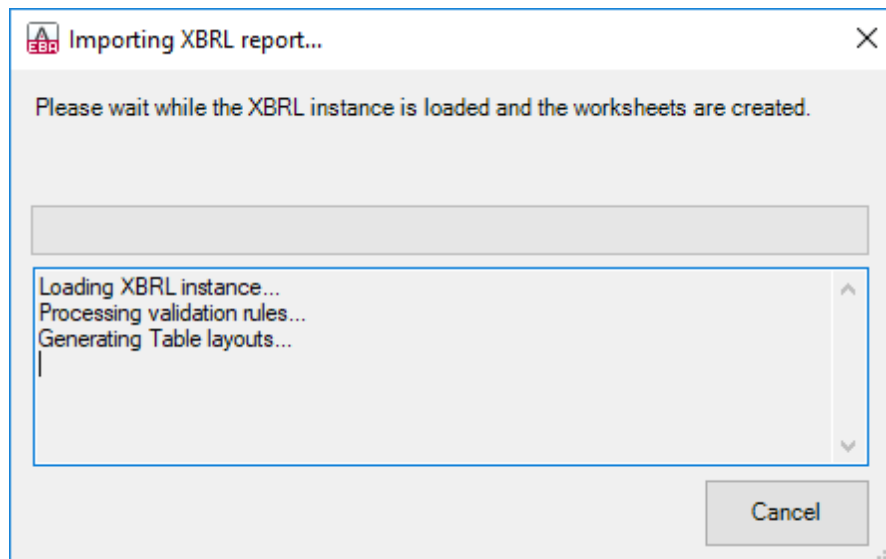
You can import data from existing instances of XBRL EBA reports into Excel (typically, files with either .xbrl or .xml extension). For the import to be successful, the imported instances must be valid XBRL EBA reports. They may be either reports you have previously generated using the Altova® European Banking Authority (EBA) XBRL add-in for Excel, or reports that you received from other parties.

To import an existing XBRL instance file into Excel:

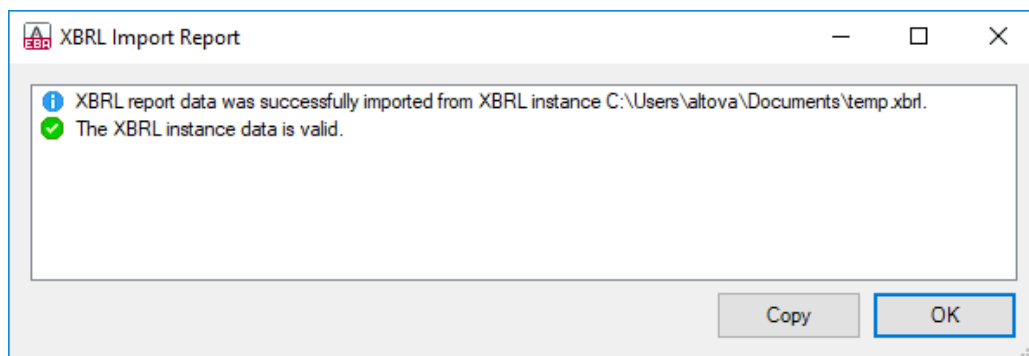
1. In the Excel ribbon, click the **EBA** tab.
2. Click **Import from XBRL**, and browse for the XBRL instance file.



During the import operation, a dialog box which informs you about the progress may be displayed for a short time.



While the report data is loaded into Excel, it is automatically validated. A dialog box notifies you about potential warnings, inconsistencies, or errors (see also [Validating Data](#)).



**Note:** During import, the add-in validates XBRL formula assertions. A report will be imported even if it contains unsatisfied assertions.



## 10 Command Reference

The add-in commands available in the **EBA** tab of the Excel ribbon are listed below.

<b>Insert New Report</b>	Creates a new EBA filing report. This command is disabled if the report sheet has already been inserted into the workbook.
<b>Import from XBRL</b>	Imports an XBRL EBA instance file into the current Excel spreadsheet (see <a href="#">Importing Data from XBRL</a> ).
<b>Export to XBRL</b>	Exports data from all currently active sheets to an XBRL instance file (see <a href="#">Exporting Data to XBRL</a> ).
<b>Validate</b>	Performs a validation of the EBA data against the underlying XBRL EBA taxonomy and displays the validation results in a dialog box (see <a href="#">Validating Data</a> ).
<b>Toggle EBA Filing Pane</b>	Toggles the <b>EBA Filing Pane</b> on or off. By default, this pane is visible.
<b>Add New Sheet (z-Axis)</b>	Adds a new sheet which provides the ability to enter data in a third dimension. For more information, see <a href="#">Entering Data into Three-Dimensional Tables (Z-Axis)</a> .
<b>Remove Sheet (z-Axis)</b>	Removes a previously added Z-axis sheet.
<b>Help</b>	Opens this help file, in CHM (Microsoft Compiled HTML Help) format.
<b>Add-In Activation</b>	Displays the activation status of the add-in, or provides options to enter or purchase a license key code.
<b>About EBA Add-In</b>	Displays version information about the add-in.
<b>Altova on the Web</b>	Provides links to the Altova website (including Online Support Center, components download page, training and tutorials).

# 11 License Information

This section contains:

- Information about the [distribution of this software product](#)
- Information about [software activation and license metering](#)
- Information about the [intellectual property rights](#) related to this software product
- The [Software License Agreement](#) governing the use of this software product

Please read this information carefully. It is binding upon you since you agreed to these terms when you installed this software product.

## 11.1 Electronic Software Distribution

This product is available through electronic software distribution, a distribution method that provides the following unique benefits:

- You can evaluate the software free-of-charge before making a purchasing decision.
- Once you decide to buy the software, you can place your order online at the [Altova website](#) and immediately get a fully licensed product within minutes.
- When you place an online order, you always get the latest version of our software.
- The product package includes a comprehensive integrated onscreen help system. The latest version of the user manual is available at [www.altova.com](http://www.altova.com) (i) in HTML format for online browsing, and (ii) in PDF format for download (and to print if you prefer to have the documentation on paper).

### 30-day evaluation period

After downloading this product, you can evaluate it for a period of up to 30 days free of charge. About 20 days into this evaluation period, the software will start to remind you that it has not yet been licensed. The reminder message will be displayed once each time you start the application. If you would like to continue using the program after the 30-day evaluation period, you have to purchase an [Altova XBRL Add-in Software License Agreement](#), which is delivered in the form of a key-code that you enter into the Software Activation dialog to unlock the product. You can purchase your license at the online shop at the [Altova website](#).

### Helping Others within Your Organization to Evaluate the Software

If you wish to distribute the evaluation version within your company network, or if you plan to use it on a PC that is not connected to the Internet, you may only distribute the Setup programs, provided that they are not modified in any way. Any person that accesses the software installer that you have provided, must request their own 30-day evaluation license key code and after expiration of their evaluation period, must also purchase a license in order to be able to continue using the product.

For further details, please refer to the [Altova XBRL Add-in Software License Agreement](#) at the end of this section.

## 11.2 Software Activation and License Metering

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Your Altova product has a built-in license metering module that further helps you avoid any unintentional violation of the End User License Agreement. Your product is licensed either as a single-user or multi-user installation, and the license-metering module makes sure that no more than the licensed number of users use the application concurrently.

This license-metering technology uses your local area network (LAN) to communicate between instances of the application running on different computers.

### Single license

When the application starts up, as part of the license metering process, the software sends a short broadcast datagram to find any other instance of the product running on another computer in the same network segment. If it doesn't get any response, it will open a port for listening to other instances of the application.

### Multi license

If more than one instance of the application is used within the same LAN, these instances will briefly communicate with each other on startup. These instances exchange key-codes in order to help you to better determine that the number of concurrent licenses purchased is not accidentally violated. This is the same kind of license metering technology that is common in the Unix world and with a number of database development tools. It allows Altova customers to purchase reasonably-priced concurrent-use multi-user licenses.

We have also designed the applications so that they send few and small network packets so as to not put a burden on your network. The TCP/IP ports (2799) used by your Altova product are officially registered with the IANA (see [the IANA website \(http://www.iana.org/\)](http://www.iana.org/) for details) and our license-metering module is tested and proven technology.

If you are using a firewall, you may notice communications on port 2799 between the computers that are running Altova products. You are, of course, free to block such traffic between different groups in your organization, as long as you can ensure by other means, that your license agreement is not violated.

You will also notice that, if you are online, your Altova product contains many useful functions; these are unrelated to the license-metering technology.

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Altova WIP XBRL Add-in Software  
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Notwithstanding the foregoing, if you are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the Commonwealth of Massachusetts will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 5 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§7101 *et seq.*), the Tucker Act (28 U.S.C. §1346(a) and §1491), or the Federal Tort Claims Act (28 U.S.C. §§1346(b), 2401-2402, 2671-2672, 2674-2680), FAR 1.601(a) and 43.102 (Contract Modifications); FAR 12.302(b), as applicable, or other applicable governing authority. For the avoidance of doubt, if you are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then your indemnification obligations are only applicable to the extent they would not cause you to violate any applicable law (e.g., the Anti-Deficiency Act), and you have any legally required authorization or authorizing statute.

## 11. THIRD PARTY SOFTWARE

The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at our Website at [http://www.altova.com/legal\\_3rdparty.html](http://www.altova.com/legal_3rdparty.html) and are made a part of and incorporated by reference into this Agreement. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

## 12. TRANSLATIONS

Where Altova has provided you with a foreign translation of the English language version, you agree that the translation is provided for your convenience only and that the English language version will control. If there is any contradiction between the English language version and a translation, then the English language version shall take precedence.

## 13. GENERAL PROVISIONS

If you are located in the European Union and are using the Software in the European Union and not in the United States, then this Agreement will 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.

If you are located in the United States or are using the Software in the United States then this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA (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 federal or state courts of the Commonwealth of Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction in the federal or state courts of the Commonwealth of Massachusetts in connection with any such dispute or claim.

If you are located outside of the European Union or the United States and are not using the

Software in the United States, then this Agreement will 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. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof. Any notice or other communication given under this Agreement shall be in writing and shall have been properly given by either of us to the other if sent by certified or registered mail, return receipt requested, or by overnight courier to the address shown on Altova's Web site for Altova and the address shown in Altova's records for you, or such other address as the parties may designate by notice given in the manner set forth above. This Agreement will bind and inure to the benefit of the parties and our respective heirs, personal and legal representatives, affiliates, successors and permitted assigns. The failure of either of us at any time to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same or any other term of this Agreement. This Agreement may be amended only by a document in writing signed by both of us. In the event of a breach or threatened breach of this Agreement by either party, the other shall have all applicable equitable as well as legal remedies. Each party is duly authorized and empowered to enter into and perform this Agreement. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.

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