ALTOVA MOBILETOGETHER SUBMISSION AGREEMENT

ALTOVA®

Customer

_____

Customer Name/Title

_____   _____

E-mail   Telephone

Address:

_____

Company Name

_____

Address 1

_____   _____

Address 2   Country

_____   _____

City/State/Zip   VAT ID (EU Customers only)

Brief Description of Submission

ALTOVA MOBILETOGETHER SUBMISSION AGREEMENT

This **ALTOVA MOBILETOGETHER SUBMISSION 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 Rudolfsplatz 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. Submission. To the extent applicable, Customer assigns to Altova any and all rights to the Submission, including any intellectual property rights contained therein, for the creation of a MobileTogether solution (hereafter "Solution"). Altova shall own any and all rights, title, and interest, including any intellectual property right in the Solution. Upon completion of the Solution, Altova shall give Customer a perpetual royal-free worldwide license to use, distribute, and make derivative works of the Solution for any purpose whatsoever.

2. Confidential Information. Customer agrees to not provide or share any confidential information as part of the submission with Altova. Altova specifically requests that Customer make generic any database structure and/or related technical and network information. All information submitted to Altova shall be treated as not confidential. 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 Solution.

3. No Guarantee. Altova does not guarantee any result to any project or even that a Solution is possible. Altova reserves the right to cease and/or cancel development of the Solution at any time. 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.

4. Ownership and Proprietary Rights. The parties acknowledge and agree that no ownership 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. Altova reserves the right to offer the Solution to third parties under different terms.

5. Warranties; Disclaimers. 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 DOES NOT WARRANT THAT THE SOLUTION 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 SOLUTION, SOFTWARE OR MATERIALS OR USEFULNESS OF THE SAME FOR ANY PURPOSE. ALTOVA DOES NOT GUARANTEE NETWORK SECURITY OR PREVENT SECURITY INCIDENTS.

6. Limitation of Liability. To the fullest extent permissible by law, 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 the greater amount of fifty Euro ($50) or the amount Altova has received from Customer in connection with this Agreement. 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. 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.

7. 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 Agreements 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.

8. 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 Solution, or cause or induce any such person to terminate his or her employment with Altova.

9. Termination. Either party may terminate this Agreement at any time. Upon termination of the Agreement, Customer must cease all use of the Solution and destroy all copies in Customer's possession, custody or control. The terms and conditions set forth in Sections 1, 3-6, 8, 10, 12, and 15 shall survive termination.

10. Publicity. At Altova's election, Customer agrees to provide an original quotation attributable to Customer's company that Altova may use in advertising and marketing material (hereafter "Blurb"). Accordingly, Customer hereby grants to Altova an irrevocable perpetual worldwide royalty-free license to reproduce and publicly display the Blurb in connection with the Solution in any medium of expression. Altova may offer Customer additional opportunities to comment, offer feedback, participate in a white paper or case study, or related marketing support.

11. Waiver and Severability; Modification. 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.

12. 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.

13. No Other Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Solution 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.

14. Altova Software. This Agreement does not govern the use of commercially available Altova software, hereafter "Altova Software." Use of all such Altova Software is governed by the applicable Altova Software License Agreement.

15. 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 Solution, 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 or facsimile (+43) (1) 5455155-9 ***