

THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS

ALTOVA DEVELOPER LICENSE AGREEMENT FOR ALTOVAXML SOFTWARE

Licensor:

Altova GmbH
Rudolfsplatz 13a/9
A-1010 Wien
Austria

Important – Read Carefully. Notice to User

This Altova Developer License Agreement (“DLA”) governs your right to use, bundle, integrate and distribute AltovaXML software (the “Software”). Additional information about the Software can be found on the Altova Web Site. This DLA is a legal document between you and Altova GmbH (“Altova”). It is important that you read this document before using the Altova-provided software and any accompanying documentation, including, without limitation, printed materials, ‘online’ files, or electronic documentation (“Documentation”). By installing the Software, or including the Software in your application, or distributing the Software, or otherwise using the Software, you agree to be bound by the terms of this DLA as well as the Altova Privacy Policy (“Privacy Policy”) including, without limitation, the warranty disclaimers, limitation of liability, data use and termination provisions below. You agree that this agreement is enforceable like any written agreement negotiated and signed by you. If you do not agree, you are not licensed to use or distribute the Software, and you must destroy any downloaded copies of the Software in your possession or control. Please go to our Web site at <http://www.altova.com/ALTOVAXMLdla> to download and print a copy of this DLA for your files and <http://www.altova.com/privacy> to review the privacy policy.

1. SOFTWARE LICENSE

(a) License Grant. Upon your acceptance of this DLA, Altova grants you a non-exclusive, non-transferable limited worldwide license to: (i) develop software applications that include the Software and/or Documentation, (ii) reproduce the Software and/or Documentation, and (iii) distribute the Software in executable form and Documentation in the manner hereinafter provided to end users for the purpose of being used in conjunction with a software application developed by you.

(b) Internal Use. You may install the Software on a server within your network for the purpose of downloading and installing the Software (to an unlimited number of client computers on your internal network).

(c) External Use. You may distribute the Software and/or Documentation to any third party electronically or via download from the website or on physical media such as CD-ROMS or diskettes as part of or in conjunction with products that you have developed.

(d) Distribution Restrictions. In addition to the restrictions and obligations provided in other sections of this DLA, your license to distribute the Software and/or Documentation is further subject to all of the following restrictions: (i) the Software and/or Documentation shall only be licensed and not sold; (ii) you may not make the Software and/or Documentation available as a stand alone product and if distributed as part of a product bundle you may charge for the product bundle provided that you license such product bundle at the same or lower fee at which you license any reasonably equivalent product bundle which does not include the Software; (iii) you must use the Software and/or Documentation provided by Altova AS IS and may not impair, alter or remove Altova's copyright or license statements or any other files; and (iv) other Altova products cannot be distributed or used under this DLA.

(e) Title. This DLA gives you a limited license to reproduce and distribute the Software and/or Documentation. Altova and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and/or Documentation and all copies thereof. All rights not specifically granted in this DLA are reserved by Altova.

(f) Reverse Engineering. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent you may be expressly permitted to decompile under applicable law if , it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested Altova to provide the information necessary to achieve such operability and Altova has not made such information available. Altova has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Altova or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software.

(g) Additional Restrictions. You may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Software and/or Documentation to third parties except to the limited extent expressly provided herein. You may not copy, distribute or make derivative works of the Software and/or Documentation except as expressly set forth above, and any copies that you are permitted to make pursuant to this DLA must contain the same copyright, patent and other intellectual property markings that appear on or in the Software and/or Documentation. You may not alter, modify, adapt or translate the Software and/or Documentation or any part thereof. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Software; knowingly take any action that would cause the Software and/or Documentation to be placed in the public domain; or use the Software and/or Documentation in any computer environment not specified in this DLA. You will comply with applicable law and Altova's instructions regarding the use of the Software and/or Documentation. You agree to notify your employees and agents who may have access to the Software and/or Documentation of the restrictions contained in this DLA and to ensure their compliance with these restrictions. You agree to indemnify, hold harmless, and defend Altova from and against any claims or lawsuits, including attorney's fees that arise or result from your use or distribution of the Software and/or Documentation.

2. INTELLECTUAL PROPERTY RIGHTS

Acknowledgement of Altova's Rights. You acknowledge that the Software and/or Documentation and any copies that you are authorized by Altova to make are the intellectual property of and are owned by Altova and its suppliers. The structure, organization and code of the Software and/or Documentation are the valuable trade secrets and confidential information of Altova and its suppliers. The Software and/or Documentation is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that Altova retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Software and/or Documentation, and that Altova's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Software and/or Documentation and all accompanying printed materials. You will take no actions which adversely affect Altova's intellectual property rights in the Software and/or Documentation. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Software, and such use of any trademark does not give you any right of ownership in that trademark., XMLSPY, AUTHENTIC, STYLEVISION, MAPFORCE, SCHEMAAGENT, DIFFDOG, UMODEL MARKUP YOUR MIND, AXAD, NANONULL, and ALTOVA are trademarks and/or registered trademark of Altova GmbH. Unicode and the Unicode Logo are trademarks of Unicode, Inc. Windows, Windows 95, Windows 98, Windows NT, Windows 2000 and Windows XP are trademarks of Microsoft. W3C, CSS, DOM, MathML, RDF, XHTML, XML and XSL are trademarks (registered in numerous countries) of the World Wide Web Consortium (W3C); marks of the W3C are registered and held by its host institutions, MIT, INRIA and Keio. Except as expressly stated above, this DLA does not grant you any intellectual property rights in the Software and/or Documentation. Notifications of claimed copyright infringement should be sent to Altova's copyright agent as further provided on the Altova Web site.

3. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

(a) THE SOFTWARE AND/OR DOCUMENTATION ARE PROVIDED TO YOU FREE OF CHARGE, AND ON AN "AS-IS" BASIS. ALTOVA PROVIDES NO TECHNICAL SUPPORT OR WARRANTIES FOR THE SOFTWARE AND/OR DOCUMENTATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTOVA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; SATISFACTORY QUALITY, INFORMATIONAL CONTENT, OR ACCURACY, QUIET ENJOYMENT, TITLE, AND NON- INFRINGEMENT. ALTOVA DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE DATE OF INSTALLATION OR USE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL INDEMNIFY AND HOLD HARMLESS ALTOVA FROM ANY 3RD PARTY SUIT TO THE EXTENT BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE AND/OR DOCUMENTATION IN YOUR USE. WITHOUT LIMITATION, THE SOFTWARE IS NOT INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, OR WEAPONS SYSTEMS, WHERE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALTOVA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR DOCUMENTATION, OR ANY PROVISION OF THIS DLA, EVEN IF ALTOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE LEGALLY, LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, ALTOVA'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIVE DOLLARS (USD. \$5.00) IN TOTAL. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES AND JURISDICTIONS, ALTOVA'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS DLA.

4. DATA USE

The terms and conditions of the Privacy Policy are set out in full at <http://www.altova.com/privacy> and are incorporated by reference into this DLA. By your acceptance of the terms of this DLA or use of the Software, you authorize the collection, use and disclosure of information collected by Altova for the purposes provided for in this -DLA and/or the Privacy Policy as revised from time to time. European users understand and consent to the processing of personal information in the United States for the purposes described herein. Altova has the right in its sole discretion to amend this provision of the DLA and/or Privacy Policy at any time. You are encouraged to review the terms of the Privacy Policy as posted on the Altova Web site from time to time.

5. EXPORT RULES AND GOVERNMENT RESTRICTED RIGHTS

The Software was developed entirely at private expense and is commercial computer software provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the U.S. Government or a U.S. Government contractor or subcontractor is subject to the restrictions set forth in this

Agreement and as provided in FAR 12.211 and 12.212 (48 C.F.R. §12.211 and 12.212) or DFARS 227. 7202 (48 C.F.R. §227-7202) as applicable. Consistent with the above as applicable, Commercial Computer Software and Commercial Computer Documentation is licensed to U.S. government end users only as commercial items and only with those rights as are granted to all other end users under the terms and conditions set forth in this **DLA**. Manufacturer is Altova GmbH, Rudolfspatz, 13a/9, A-1010 Vienna, Austria/EU. You may not use or otherwise export or re-export the Software or Documentation except as authorized by United States law and the laws of the jurisdiction in which the Software and/or Documentation was obtained. In particular, but without limitation, the Software and/or Documentation may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software and/or Documentation, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

6. TERM AND TERMINATION

Without prejudice to any other rights or remedies of Altova, this DLA may be terminated (a) by you giving Altova written notice of termination; or (b) by Altova, for any or no reason, giving you written notice of termination or (c) Altova giving you written notice of termination if you fail to comply with the terms and conditions of the DLA. Upon any termination of this DLA, you must cease all use of the Software and/or Documentation, licensed hereunder, destroy all copies then in your possession or control and take such other actions as Altova may reasonably request to ensure that no copies of the Software and/or Documentation remain in your possession or control. The terms and conditions set forth in Sections 1 (e), (f), (g), 2,3, 5, 6 , and 7 survive termination of this agreement as applicable.

7. GENERAL PROVISIONS

If you are located in the European Union and are using the Software and/or Documentation in the European Union and not in the United States, then this DLA 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 and/or Documentation 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 and/or Documentation in the United States then this DLA will be governed by and construed in accordance with the law 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 and/or Documentation resides in the federal or state courts of Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction in the federal or state courts 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 and/or Documentation in the United States, then this DLA 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 and/or Documentation 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 DLA 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 DLA 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 DLA 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 DLA 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 DLA. This DLA 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 DLA 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 DLA. If, for any reason, any provision of this DLA is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this DLA, and this DLA 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.

Last updated: 2005-06-28