

**THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS**

**ALTOVA® END USER LICENSE AGREEMENT**

Licensor:

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

**Important - Read Carefully. Notice to User:**

**This End User License Agreement (“Software License Agreement”) is a legal document between you and Altova GmbH (“Altova”). It is important that you read this document before using the Altova-provided software (“Software”) and any accompanying documentation, including, without limitation printed materials, ‘online’ files, or electronic documentation (“Documentation”). By clicking the “I accept” and “Next” buttons below, or by installing, or otherwise using the Software, you agree to be bound by the terms of this Software License Agreement as well as the Altova Privacy Policy (“Privacy Policy”) including, without limitation, the warranty disclaimers, limitation of liability, data use and termination provisions below, whether or not you decide to purchase the Software. 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 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/eula> to download and print a copy of this Software License Agreement 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 Software License Agreement Altova grants you a non-exclusive, non-transferable (except as provided below), limited license to install and use a copy of the Software on your compatible computer, up to the Permitted Number of computers. The Permitted Number of computers shall be delineated at such time as you elect to purchase the Software. During the evaluation period, hereinafter defined, only a single user may install and use the software on one computer. If you have licensed the Software as part of a suite of Altova software products (collectively, the “Suite”) and have not installed each product individually, then the Software License Agreement governs your use of all of the software included in the Suite. If you have licensed SchemaAgent, then the terms and conditions of this Software License Agreement apply to your use of the SchemaAgent server software (“SchemaAgent Server”) included therein, as applicable and you are licensed to use SchemaAgent Server solely in connection with your use of Altova Software and solely for the purposes described in the accompanying documentation. In addition, if you have licensed XMLSpy Enterprise Edition or MapForce Enterprise Edition, or UModel, your license

to install and use a copy of the Software as provided herein permits you to generate source code based on (i) Altova Library modules that are included in the Software (such generated code hereinafter referred to as the “Restricted Source Code”) and (ii) schemas or mappings that you create or provide (such code as may be generated from your schema or mapping source materials hereinafter referred to as the “Unrestricted Source Code”). In addition to the rights granted herein, Altova grants you a non-exclusive, non-transferable, limited license to compile into executable form the complete generated code comprised of the combination of the Restricted Source Code and the Unrestricted Source Code, and to use, copy, distribute or license that executable. You may not distribute or redistribute, sublicense, sell, or transfer to a third party the Restricted Source Code, unless said third party already has a license to the Restricted Source Code through their separate license agreement with Altova or other agreement with Altova. Altova reserves all other rights in and to the Software. With respect to the feature(s) of UModel that permit reverse-engineering of your own source code or other source code that you have lawfully obtained, such use by you does not constitute a violation of this Agreement. Except as otherwise permitted in Section 1(h) reverse engineering of the Software is strictly prohibited as further detailed therein.

(b) **Server Use.** You may install one copy of the Software on your computer file server for the purpose of downloading and installing the Software onto other computers within your internal network up to the Permitted Number of computers. If you have licensed SchemaAgent, then you may install SchemaAgent Server on any server computer or workstation and use it in connection with your Software. No other network use is permitted, including without limitation using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services or by any user not licensed to use this copy of the Software through a valid license from Altova. If you have purchased Concurrent User Licenses as defined in Section 1(c) you may install a copy of the Software on a terminal server within your internal network for the sole and exclusive purpose of permitting individual users within your organization to access and use the Software through a terminal server session from another computer on the network provided that the total number of users that access or use the Software on such network or terminal server does not exceed the Permitted Number. Altova makes no warranties or representations about the performance of Altova software in a terminal server environment and the foregoing are expressly excluded from the limited warranty in Section 5 hereof and technical support is not available with respect to issues arising from use in such an environment.

(c) **Concurrent Use.** If you have licensed a “Concurrent-User” version of the Software, you may install the Software on any compatible computers, up to ten (10) times the Permitted Number of users, provided that only the Permitted Number of users actually use the Software at the same time. The Permitted Number of concurrent users shall be delineated at such time as you elect to purchase the Software licenses.

(d) **Backup and Archival Copies.** You may make one backup and one archival copy of the Software, provided your backup and archival copies are not installed or used on any computer and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or

in the Software. You may not transfer the rights to a backup or archival copy unless you transfer all rights in the Software as provided under Section 3.

(e) **Home Use.** You, as the primary user of the computer on which the Software is installed, may also install the Software on one of your home computers for your use. However, the Software may not be used on your home computer at the same time as the Software is being used on the primary computer.

(f) **Key Codes, Upgrades and Updates.** Prior to your purchase and as part of the registration for the thirty (30)-day evaluation period, as applicable, you will receive an evaluation key code. You will receive a purchase key code when you elect to purchase the Software from either Altova GMBH or an authorized reseller. The purchase key code will enable you to activate the Software beyond the initial evaluation period. You may not re-license, reproduce or distribute any key code except with the express written permission of Altova. If the Software that you have licensed is an upgrade or an update, then the update replaces all or part of the Software previously licensed. The update or upgrade and the associated license keys does not constitute the granting of a second license to the Software in that you may not use the upgrade or update in addition to the Software that it is replacing. You agree that use of the upgrade or update terminates your license to use the Software or portion thereof replaced.

(g) **Title.** Title to the Software is not transferred to you. Ownership of all copies of the Software and of copies made by you is vested in Altova, subject to the rights of use granted to you in this Software License Agreement. As between you and Altova, documents, files, stylesheets, generated program code (including the Unrestricted Source Code) and schemas that are authored or created by you via your utilization of the Software, in accordance with its Documentation and the terms of this Software License Agreement, are your property.

(h) **Reverse Engineering.** Except and to the limited extent as may be otherwise specifically provided by applicable law in the European Union, 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 in the European Union, 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. Requests for information from users in the European Union with respect to the above should be directed to the Altova Customer Support Department.

(i) **Other Restrictions.** You may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Software to third parties except to the limited extent set forth in Section 3 or otherwise expressly provided. You may not copy the Software except as expressly set forth above, and any copies that you are permitted to

make pursuant to this Software License Agreement must contain the same copyright, patent and other intellectual property markings that appear on or in the Software. You may not modify, adapt or translate the Software. 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 to be placed in the public domain; or use the Software in any computer environment not specified in this Software License Agreement. You will comply with applicable law and Altova's instructions regarding the use of the Software. You agree to notify your employees and agents who may have access to the Software of the restrictions contained in this Software License Agreement and to ensure their compliance with these restrictions. 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 IN YOUR USE. WITHOUT LIMITATION, THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS OR AIR TRAFFIC CONTROL EQUIPMENT, WHERE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

## **2. INTELLECTUAL PROPERTY RIGHTS**

**Acknowledgement of Altova's Rights.** You acknowledge that the Software 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 are the valuable trade secrets and confidential information of Altova and its suppliers. The Software 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 that Altova's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Software and all accompanying printed materials. You will take no actions which adversely affect Altova's intellectual property rights in the Software. 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, Markup Your Mind, Axad, Nanonull, and Altova are trademarks of Altova GmbH (registered in numerous countries). 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 Software License Agreement does not grant

you any intellectual property rights in the Software. Notifications of claimed copyright infringement should be sent to Altova's copyright agent as further provided on the Altova Web Site.

### **3. LIMITED TRANSFER RIGHTS**

Notwithstanding the foregoing, you may transfer all your rights to use the Software to another person or legal entity provided that: (a) you also transfer each of this Software License Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; (c) the receiving party secures a personalized key code from Altova; and (d) the receiving party accepts the terms and conditions of this Software License Agreement and any other terms and conditions upon which you legally purchased a license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not-for-resale copies of the Software.

### **4. PRE-RELEASE AND EVALUATION PRODUCT ADDITIONAL TERMS**

If the product you have received with this license is pre-commercial release or beta Software ("Pre-release Software"), then this Section applies. In addition, this section applies to all evaluation and/or demonstration copies of Altova software ("Evaluation Software") and continues in effect until you purchase a license. To the extent that any provision in this section is in conflict with any other term or condition in this Software License Agreement, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release and/or Evaluation Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Pre-release Software is a pre-release version, does not represent final product from Altova, and may contain bugs, errors and other problems that could cause system or other failures and data loss. **CONSEQUENTLY, THE PRE-RELEASE AND/OR EVALUATION SOFTWARE IS PROVIDED TO YOU "AS-IS" WITH NO WARRANTIES FOR USE OR PERFORMANCE, AND ALTOVA DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE AND/OR EVALUATION SOFTWARE, BUT IT MAY BE LIMITED, ALTOVA'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (USD \$50) IN TOTAL.** If the Evaluation Software has a time-out feature, then the software will cease operation after the conclusion of the designated evaluation period. Upon such expiration date, your license will expire unless otherwise extended. Access to any files created with the Evaluation Software is entirely at your risk. You acknowledge that Altova has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Altova has no express or implied obligation to you to announce or introduce the Pre-release Software, and that Altova may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at

your own risk. During the term of this Software License Agreement, if requested by Altova, you will provide feedback to Altova regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of the Software is governed by such agreement. You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Altova of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Altova and to abide by the terms of the license agreement for any such later versions of the Pre-release Software.

## **5. LIMITED WARRANTY AND LIMITATION OF LIABILITY**

(a) **Limited Warranty and Customer Remedies.** Altova warrants to the person or entity that first purchases a license for use of the Software pursuant to the terms of this Software License Agreement that (i) the Software will perform substantially in accordance with any accompanying Documentation for a period of ninety (90) days from the date of receipt, and (ii) any support services provided by Altova shall be substantially as described in Section 6 of this agreement. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days. Altova's and its suppliers' entire liability and your exclusive remedy shall be, at Altova's option, either (i) return of the price paid, if any, or (ii) repair or replacement of the Software that does not meet Altova's Limited Warranty and which is returned to Altova with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty does not apply to Evaluation and/or Pre-release Software.

(b) **No Other Warranties and Disclaimer.** THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR ALTOVA OR ITS SUPPLIER'S BREACH OF WARRANTY. ALTOVA AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ALTOVA AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTOVA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY

QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

(c) **Limitation Of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE, 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 OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ALTOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ALTOVA'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT. 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 shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. The disclaimer and limited liability above are fundamental to this Software License Agreement between Altova and you.

(d) **Infringement Claims.** Altova will indemnify and hold you harmless and will defend or settle any claim, suit or proceeding brought against you by a third party that is based upon a claim that the content contained in the Software infringes a copyright or violates an intellectual or proprietary right protected by United States or European Union law ("Claim"), but only to the extent the Claim arises directly out of the use of the Software and subject to the limitations set forth in Section 5 of this Agreement except as otherwise expressly provided. You must notify Altova in writing of any Claim within ten (10) business days after you first receive notice of the Claim, and you shall provide to Altova at no cost with such assistance and cooperation as Altova may reasonably request from time to time in connection with the defense of the Claim. Altova shall have sole control over any Claim (including, without limitation, the selection of counsel and the right to settle on your behalf on any terms Altova deems desirable in the sole exercise of its discretion). You may, at your sole cost, retain separate counsel and participate in the defense or settlement negotiations. Altova shall pay actual damages, costs, and attorney fees awarded against you (or payable by you pursuant to a settlement agreement) in connection with a Claim to the extent such direct damages and costs are not reimbursed to you by insurance or a third party, to an aggregate maximum equal to the purchase price of the Software. If the Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of Altova's legal counsel the Software is likely to become the subject of a Claim, Altova shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Software or obtain a license to continue using the Software. If in the opinion of Altova's legal

counsel the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, Altova, at its own election, may terminate this Software License Agreement without penalty, and will refund to you on a pro rata basis any fees paid in advance by you to Altova. THE FOREGOING CONSTITUTES ALTOVA'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT. This indemnity does not apply to infringements that would not be such, except for customer-supplied elements.

## 6. SUPPORT AND MAINTENANCE

Altova offers multiple optional "Support & Maintenance Package(s)" ("SMP") for the version of Software product edition that you have licensed, which you may elect to purchase in addition to your Software license. The Support Period, hereinafter defined, covered by such SMP shall be delineated at such time as you elect to purchase a SMP. Your rights with respect to support and maintenance as well as your upgrade eligibility depend on your decision to purchase SMP and the level of SMP that you have purchased:

(a) If you have not purchased SMP, you will receive the Software AS IS and will not receive any maintenance releases or updates. However, Altova, at its option and in its sole discretion on a case by case basis, may decide to offer maintenance releases to you as a courtesy, but these maintenance releases will not include any new features in excess of the feature set at the time of your purchase of the Software. In addition, Altova will provide free technical support to you for thirty (30) days after the date of your purchase (the "Support Period" for the purposes of this paragraph a), and Altova, in its sole discretion on a case by case basis, may also provide free courtesy technical support during your thirty (30)-day evaluation period. Technical support is provided via a Web-based support form only, and there is no guaranteed response time.

(b) If you have purchased SMP, then solely for the duration of its delineated Support Period, **you are eligible to receive the version of the Software edition** that you have licensed and all maintenance releases and updates for that edition that are released during your Support Period. For the duration of your SMP's Support Period, you will also be eligible to receive upgrades to the comparable edition of the next version of the Software that succeeds the Software edition that you have licensed for applicable upgrades released during your Support Period. The specific upgrade edition that you are eligible to receive based on your Support Period is further detailed in the SMP that you have purchased. Software that is introduced as separate product is not included in SMP. Maintenance releases, updates and upgrades may or may not include additional features. In addition, Altova will provide Priority Technical Support to you for the duration of the Support Period. Priority Technical Support is provided via a Web-based support form only, and Altova will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during Altova's business hours (MO-FR, 8am UTC – 10pm UTC, Austrian and US holidays excluded) and to make reasonable efforts to provide work-arounds to errors reported in the Software.

During the Support Period you may also report any Software problem or error to Altova. If Altova determines that a reported reproducible material error in the Software exists and significantly impairs the usability and utility of the Software, Altova agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at Altova's sole discretion.

If Altova, in its discretion, requests written verification of an error or malfunction discovered by you or requests supporting example files that exhibit the Software problem, you shall promptly provide such verification or files, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Software fails to perform. You shall use reasonable efforts to cooperate in diagnosis or study of errors. Altova may include error corrections in maintenance releases, updates, or new major releases of the Software. Altova is not obligated to fix errors that are immaterial. Immaterial errors are those that do not significantly impact use of the Software. Whether or not you have purchased the Support & Maintenance Package, technical support only covers issues or questions resulting directly out of the operation of the Software and Altova will not provide you with generic consultation, assistance, or advice under any circumstances.

Updating Software may require the updating of software not covered by this Software License Agreement before installation. Updates of the operating system and application software not specifically covered by this Software License Agreement are your responsibility and will not be provided by Altova under this Software License Agreement. Altova's obligations under this Section 6 are contingent upon your proper use of the Software and your compliance with the terms and conditions of this Software License Agreement at all times. Altova shall be under no obligation to provide the above technical support if, in Altova's opinion, the Software has failed due to the following conditions: (i) damage caused by the relocation of the software to another location or CPU; (ii) alterations, modifications or attempts to change the Software without Altova's written approval; (iii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (iv) your failure to maintain the Software at Altova's specified release level; or (v) use of the Software with other software without Altova's prior written approval. It will be your sole responsibility to: (i) comply with all Altova-specified operating and troubleshooting procedures and then notify Altova immediately of Software malfunction and provide Altova with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

## 7. SOFTWARE ACTIVATION, UPDATES AND LICENSE METERING

(a) **License Metering.** Altova has a built-in license metering module that helps you to avoid any unintentional violation of this Software License Agreement. Altova may use your internal network for license metering between installed versions of the Software.

(b) **Software Activation.** **Altova's Software may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use, or update to an Altova-operated license server and validating the authenticity of the license-related data in order to protect Altova against unlicensed or illegal use of the Software and to improve customer service. Activation is based on the exchange of license related data between your computer and the Altova license server. You agree that Altova may use these measures and you agree to follow any applicable requirements.**

(c) **LiveUpdate.** Altova provides a new LiveUpdate notification service to you, which is free of charge. Altova may use your internal network and Internet connection for the purpose of transmitting license-related data to an Altova-operated LiveUpdate server to validate your license at appropriate intervals and determine if there is any update available for you.

(d) **Use of Data.** 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 Software License Agreement. By your acceptance of the terms of this Software License Agreement or use of the Software, you authorize the collection, use and disclosure of information collected by Altova for the purposes provided for in this Software License Agreement 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 Software License Agreement 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.

## 8. TERM AND TERMINATION

This Software License Agreement may be terminated (a) by your giving Altova written notice of termination; or (b) by Altova, at its option, giving you written notice of termination if you commit a breach of this Software License Agreement and fail to cure such breach within ten (10) days after notice from Altova or (c) at the request of an authorized Altova reseller in the event that you fail to make your license payment or other monies due and payable.. In addition the Software License Agreement governing your use of a previous version that you have upgraded or updated of the Software is terminated upon your acceptance of the terms and conditions of the Software License Agreement accompanying such upgrade or update. Upon any termination of the Software License Agreement, you must cease all use of the Software that it governs, 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 remain in your possession or control. The terms and conditions set forth in Sections 1(g), (h), (i), 2, 5(b), (c), 9, 10 and 11 survive termination as applicable.

## **9. RESTRICTED RIGHTS NOTICE AND EXPORT RESTRICTIONS**

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 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 Software License Agreement. 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 was obtained. In particular, but without limitation, the Software 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, 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.

## **10. 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.

## **11. 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 Software License 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 Software License 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 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 in the United States, then this Software License 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 Software License 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 Software License 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 Software License 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 Software License 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 Software License Agreement. This Software License 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 Software License 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 Software License Agreement. If, for any reason, any provision of this Software License Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Software License Agreement, and this Software License 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.

Last updated: 2006-09-05