

Altova, Inc. Terms and Conditions of Sale

PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU MAKE YOUR PURCHASE. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. ALTOVA INC.'S SALE AND YOUR PURCHASE OF ANY ALTOVA PRODUCT FROM ALTOVA, INC. IS GOVERNED BY THESE TERMS AND CONDITIONS OF SALE AS WELL AS THE TERMS AND CONDITIONS OF THE ALTOVA END USER LICENSE AGREEMENT. THESE TERMS AND CONDITIONS OF SALE ARE EXPRESSLY INCORPORATED BY REFERENCE AS PART OF ANY ALTOVA INVOICE.

ONCE YOU HAVE PURCHASED AN ALTOVA PRODUCT, YOU WILL BE BOUND BY OR CONTINUE TO BE BOUND BY THE TERMS OF THE ALTOVA END USER LICENSE AGREEMENT. THE LICENSE IS SUBJECT TO RESTRICTIONS, INTELLECTUAL PROPERTY RIGHTS, LIMITED WARRANTY AND LIMITATION OF LIABILITY, ALL OF WHICH ARE SET FORTH IN THE ALTOVA END USER LICENSE AGREEMENT. THE ALTOVA END USER LICENSE AGREEMENT IS AVAILABLE FOR YOUR REVIEW BEFORE YOU MAKE YOUR PURCHASE DECISION AT <https://www.altova.com/legal>.

All sales are final. All Altova software products are available for download at www.altova.com.

The terms of payment are within our sole discretion. All prices quoted are in USD. Payment for the products will be made by credit card, wire transfer, sending a check, or some other pre-arranged payment method. Unless expressly stated on the invoice, all invoices are due and payable upon receipt. We will send all invoices via e-mail or regular U.S. mail, unless you request delivery by facsimile and provide your fax number at the time of order. Invoices are usually sent out within 1-2 business days after placing the order.

To enable you to start using the Altova software immediately, a temporary 30-day license key code will be sent to you via email (to the end user email address listed on the order) at the time of the placement of the order. You will receive your final purchased license key code as soon as your order is processed. If payment is not received, the Altova End User License Agreement applicable to the specific purchase will terminate automatically with no additional action from us or from the software manufacturer. We also reserve the right to deactivate the purchased license key code. You agree to pay interest on all past-due sums at the highest rate allowed by law, and you will be responsible for any applicable taxes required to be withheld at the source.

Prices do not include any excise, sales, transfer, use, value-added or like taxes, or any other duties, tariffs, assessments or government impositions of any nature whatsoever which are levied or based upon the payments made by you to us ("Taxes"). We will add such Taxes to the price where legally required, and you will reimburse us for such Taxes in accordance with the payment terms. If you claim that you are exempt from such Taxes, it is your responsibility to provide us with the appropriate documentation for the exemption.

As further described in the Altova End User License Agreement, Altova will provide free technical support via email for up to thirty (30) days.

These Altova Terms and Conditions of Sale and the applicable Altova End User License Agreement constitute the entire agreement between Altova and you with respect to this specific purchase transaction, and supersede any previous communications, representations, purchase order terms and conditions or agreements between the parties, whether oral or written, regarding the specific subject matter hereof. Notwithstanding the foregoing, these Altova Terms and Conditions do not affect, alter or amend any corporate license agreement, marketing agreement or strategic agreement currently in effect and signed by you and an executive of Altova, which all remain in full force and effect in accordance with their terms, as applicable. Additional or different terms and conditions provided by you in connection with your purchase will not apply. Your purchase or license of Altova products will constitute your acceptance of these Altova Terms and Conditions of Sale and Service and the Altova End User License Agreement, which may not be changed except by an amendment signed by an authorized representative of each party or as otherwise expressly provided. To the extent that there is any inconsistency between these Altova Terms and Conditions of Sale and the Altova End User License Agreement, the Altova End User License Agreement will prevail. These Altova Terms and Conditions of Sale and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, other than its conflicting choice of law provisions. Any dispute or claim arising out of or in connection with these Altova Terms and Conditions of Sale shall be adjudicated in the appropriate courts located in Suffolk County, Massachusetts. These terms and conditions are subject to change without prior written notice at any time, in our sole discretion.

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