Altova End-User License Agreement for Authentic THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS ALTOVA® END-USER LICENSE AGREEMENT

FOR Authentic® Enterprise Software Editions AND Authentic® Community Software Editions

Licensor:
Altova GmbH
Rudolfsplatz 13a/9
A-1010 Wien
Austria
Important - Read Carefully. Notice to User:

This Altova End User License Agreement for Authentic® ("AEULA") governs your right to (i) use the Authentic Desktop Enterprise Edition software, (ii) use, reproduce and distribute the Authentic Browser-Plugin Enterprise Edition software, (iii) use the Authentic Desktop Community Edition software and (iv) use, reproduce and distribute the Authentic Browser-Plugin Community Edition software (each or collectively hereinafter referenced, as "Authentic Software"). Your license rights depend on the specific software edition that you have licensed as some editions have different rights and restrictions applicable to them as set forth in detail below. This Authentic EULA 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 clicking the "I accept" and "Next" buttons below, or by installing, or otherwise using the Authentic Software, you agree to be bound by the terms of this AEULA 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 the Authentic Software, and you must destroy any downloaded copies of the Authentic Software in your possession or control. Please go to our Web site at http://www.altova.com/authenticeula to download and print a copy of this Authentic EULA for your files and http://www.altova.com/privacy to review the privacy policy.

1. Authentic Desktop Enterprise Edition ("AED") Software Terms and Conditions

(a) License Grant. Upon your acceptance of this AEULA, Altova grants you a non-exclusive, non-transferable (except as provided below), limited license, without the right to grant sublicenses, to install and use a copy of AED software on one compatible personal computer or workstation up to the Permitted Number of computers. You may not distribute or reproduce the AED software other than as expressly permitted. Subject to the limitations set forth in Section 1(a)(i) you may install and use a copy of this software on more than one of your compatible personal computers or workstations if you have purchased a Named User license. The Permitted Number of computers and/or users shall be determined and specified 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 AED software on one personal computer or workstation. You may install one copy of the AED software on a computer file server within your internal network solely for the purpose of downloading and installing this AED software onto other computers within your internal network up to the Permitted Number of computers in a commercial environment only. No other network use is permitted, including without limitation using the AED 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 AED software through a valid license from Altova. If you have purchased Concurrent User Licenses, subject to limits set forth therein, you may install a copy of AED 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 AED software through a terminal server session from another computer on the same physical network provided that the total number of users that access or use the AED 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 3(c) hereof and technical support is not available with respect to issues arising from use in such an environment.

- (i) If you have licensed the "Named User" version of the AED software, you may install the software on up to 5 compatible personal computers or workstations of which you are the primary user thereby allowing you to switch from one computer to the other as necessary provided that only one instance of the software will be used by you as the Named User at any given time. If you have purchased multiple Named User licenses, each individual Named User will receive a separate license key code.
- (ii) If you have licensed a "Concurrent-User" version of the AED software, you may install the software on any compatible computers in a commercial environment only, 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 and further provided that the computers on which the software is installed are on the same physical computer network. The Permitted Number of concurrent users shall be delineated at such time as you elect to purchase the AED licenses. Each separate physical network or office location requires its own set of separate Concurrent User Licenses for those wishing to use the Concurrent-User versions of the software in more than one location or on more than one network, all subject to the above Permitted Number limitations and based on the number of users using or needing access to the software. If a computer is not on the same physical network, then a locally installed user license is required. Home User restrictions and limitations with respect to the Concurrent-User licenses used on home computers are set forth in this paragraph.
- (iii) You may make one backup and one archival copy of the AED 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 AED software as provided in this AEULA. You, as the primary user of the computer on which the AED software is installed, may also install the software on one of your home computers for your use. A copy of the AED software may be installed on home computers up to a total of the number of Permitted Users provided that the software will not be used at the same time on a home computer as the software is being used on the primary computer. If you are using a Concurrent-User version of the AED software for home use, then you may install the software on any compatible computers equal to the number of Permitted Users only.
- **(b) Key Codes.** 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 AED software licenses 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.

- (c) Limited Transfer Rights. You may transfer all your rights to use the AED software to another person or legal entity provided that: (i) you also transfer each of this AEULA, the AED Software and all other software or hardware bundled or pre-installed with the AED Software, including all copies, updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (ii) you retain no copies, including backups and copies stored on a computer; (iii) the receiving party secures a personalized key code from Altova; and (iv) the receiving party accepts the terms and conditions of this AEULA and any other terms and conditions upon which you legally purchased a license to the AED software.
- **(d) Applicable AEULA Terms.** The terms and conditions set forth in Sections 1, 3 and 7 apply to the AED software.

2. Authentic Browser-Plugin Enterprise Edition ("ABE") Software Terms and Conditions

- License Grant and Term. Upon your acceptance of this AEULA, Altova grants you a nonexclusive, non-transferable limited license, without the right to grant sublicenses, to install and use ABE software on a per server basis for a twelve (12) month term, commencing on the date of your license purchase and expiring on the date that is twelve (12) months thereafter (the "ABE License Term"). Altova also grants you a non-exclusive, non-transferable, limited worldwide license, without the right to grant sublicenses, to use software to develop web pages, web applications, or applications that include ABE software, to reproduce the ABE software on your website or server and to distribute the ABE software from your website or server over a computer network, but only in its executable object code form, and only to end users for the limited purpose of enabling them to view, share, and/or edit XML files during the ABE License Term. If you wish to continue to use, and/or reproduce and/or distribute the ABE software after the expiration of its license term, you must purchase a new Authentic Browser-Plugin Enterprise Edition. If you have purchased an ABE software license then under the terms of the AEULA, support and maintenance (or SMP as further detailed below) for the software is included as part of the license purchase and you will be entitled to receive the benefits set forth below during the ABE License Term which is coterminous with the Support Period. Unlike other Altova software products, you cannot renew SMP for the ABE software and at the expiration of the ABE License Term and Support Period, you must purchase a new ABE software license if you wish to continue to use, reproduce or distribute the software.
- (b) Key Codes. Prior to your purchase you may request a thirty (30) day evaluation key code, which will be sent to you. You will receive a purchase key code when you elect to purchase the ABE software licenses from either Altova GmbH or an authorized reseller. The purchase key code will enable you to use the software during the ABE License Term. You may not re-license, reproduce or distribute any key code except with the express written permission of Altova.
- (c) ABE Software Specific Restrictions. In addition to the restrictions and obligations provided in other sections of this AEULA that are applicable to the ABE software, your limited license to distribute the ABE software set forth above, is further subject to all of the following restrictions; (i) ABE software may only be licensed but may not be sold, and (ii) You must use, reproduce or distribute the ABE software provided by Altova AS IS and may not impair, alter or remove Altova's AEULA, (which will appear in the installation process and which an end user must accept in order to be able to install or operate the software or any other files).
- **(d) Applicable AEULA Terms.** The terms and conditions set forth in Sections 2, 3 and 7 apply to the ABE software.

3. Authentic Enterprise Editions (AED and ABE) Software Terms and Conditions

The terms set forth in Section 3 are applicable to the AED and ABE software licenses and are in addition to the specific terms applicable to those software licenses.

- (a) Upgrades and Updates. If the software that you have licensed is an upgrade or an update, then the latest update or upgrade that you download and install terminates the previously licensed copy of AED or ABE software to the extent it is being replaced. The update or upgrade and the associated license keys, as applicable, does not constitute the granting of a second license to the software in that you may not use the upgrade or updated copy in addition to the copy of the software that it is replacing and whose license has terminated.
- **(b) Support and Maintenance.** Altova offers "Support & Maintenance Package(s)" ("SMP") for the AED and ABE Software product editions that you have licensed. The Support Period, hereinafter defined, covered by such SMP shall be delineated at such time as you elect to purchase a SMP. In the case of your ABE software license, twelve months of SMP is included that is coterminous with the ABE License Term. 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:
- (i) 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 b), 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.
- (ii) 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 AED or ABE 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 a 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.
- (iii) 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 AED or ABE 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 AED or ABE 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 AED or ABE software and Altova will not provide you with generic consultation, assistance, or advice under any circumstances.

- Updating the AED or ABE software may require the updating of software not covered by (iv) this AEULA before installation. Updates of the operating system and application software not specifically covered by this AEULA are your responsibility and will not be provided by Altova under this AEULA. Altova's obligations under this Section are contingent upon your proper use of the software and your compliance with the terms and conditions of this AEULA at all times. Altova shall be under no obligation to provide the above technical support if, in Altova's opinion, the AED or ABE software has failed due to the following conditions: (aa) damage caused by the relocation of the software to another location or CPU; (bb) alterations, modifications or attempts to change the software without Altova's written approval; (cc) causes external to the software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (dd) your failure to maintain the software at Altova's specified release level; or (ee) use of the software with other software without Altova's prior written approval. It will be your sole responsibility to: (x) comply with all Altova-specified operating and troubleshooting procedures and then notify Altova immediately of AED or ABE software malfunction and provide Altova with complete information thereof; (y) provide for the security of your confidential information; and (z) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.
- (c) Limited Warranty. Altova warrants to the person or entity that first purchases a license for use of the AED or ABE software pursuant to the terms of this AEULA 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 3(b) 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 AED or ABE 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 AED or ABE 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 AED or ABE 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 Software. THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR ALTOVA'S OR ITS SUPPLIERS' 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.

Limitation of Liability and Infringement Claims. TO THE MAXIMUM EXTENT PERMITTED (d) 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 AED or ABE 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 AEULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE AED or ABE 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 AEULA between Altova and you. 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 AED or ABE 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 this Section 3(d) 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 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 AED or ABE software. If the AED or ABE 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 AEULA 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.

(e) Evaluation Software. This section applies to all evaluation copies of the AED or ABE software ("Evaluation Software") and continues in effect until you purchase a license. THE 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. Access to any files created with the Evaluation Software is entirely at your risk.

4. Authentic Desktop Community Edition ("ACDE") Software Terms and Conditions

- (a) License Grant and Keycode. Upon your acceptance of this AEULA, Altova grants you a nonexclusive, non-transferable limited license, without the right to grant sublicenses, to install and use a copy of ACDE software on your compatible personal computer or workstation for the purpose of viewing, distributing, sharing, and editing of XML files solely in connection with STYLEVISION® Power Stylesheets as further provided herein. You will receive a key code that will enable you to activate or operate the ACDE software. You may not relicense, reproduce or distribute any key code except with the express written permission of Altova. You may make one backup and one archival copy of the ACDE 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 ACDE. You may install one copy of such Setup Program for ACDE software on a computer file server within your internal network for the sole and exclusive purpose of installing the ACDE software (to an unlimited number of client computers on your internal network). No other server or network use of the ACDE software is permitted, including but not limited to using the ACDE software (i) either directly or through commands, data or instructions from or to another computer or (ii) for internal network, internet or web hosting services.
- **(b) Distribution.** Upon your acceptance of this AEULA as part of your use of the ACDE software, and subject to your ongoing compliance with its terms and conditions, Altova hereby grants ACDE software users a non-exclusive, non-transferable, limited license, without the right to grant sublicenses, to reproduce the Setup Program for the ACDE software and distribute the Setup Program for the ACDE software in executable form to end users in the manner hereinafter provided. You may distribute the Setup Program for the ACDE software 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.
- (c) ACDE Software Specific Restrictions. In addition to the restrictions and obligations provided in other sections of this AEULA, your license to distribute the Setup Program for the ACDE software is further subject to all of the following restrictions: (i) ACDE software shall only be licensed and not sold, (ii) you may not make the ACDE software 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 ACDE software, (iii) You must use the Setup Program for ACDE provided by Altova AS IS and may not impair, alter or remove Altova's AEULA, (which will appear in the installation process and which an end user must accept in order to be able to install or operate the ACDE software) or any other files, and (iv) You may not combine the ACDE software with your product in such a way that your product modifies or generates Stylevision Power Stylesheets.

(d) Applicable AEULA Terms. The terms and conditions set forth in Sections 4, 6 and 7 apply to the ACDE software.

5. Authentic Browser-Plugin Community Edition ("ACBE") Software Terms and Conditions

- (a) License Grant and Distribution. Upon your acceptance of this AEULA, Altova grants you a non-exclusive, non-transferable limited license, without the right to grant sublicenses, to use and develop web pages, web applications, or applications that include the ACBE software, to reproduce the ACBE software and to distribute the ACBE software in executable form in the manner hereinafter provided to end users for the purpose of viewing, sharing and editing XML files solely in connection with Stylevision® Power Stylesheets as further provided herein. You may install the ACBE software on a web server within your network for the purpose of downloading and installing the ACBE software (to an unlimited number of client computers on your internal network). You may distribute the ACBE software 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.
- (b) ACBE Software Specific Restrictions. In addition to the restrictions and obligations provided in other sections of this AEULA, your license to distribute ACBE software is further subject to all of the following restrictions: (i) the ACBE software shall only be licensed and not sold; (ii) you may not make the ACBE software 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 ACBE software; (iii) You must use the ACBE software provided by Altova AS IS and may not impair, alter or remove Altova's AEULA (which will appear in the installation process and which an end user must accept in order to be able to install or operate the ACBE software) or any other files; (iv) other Altova products cannot be distributed under this AEULA; and (v) You may not combine the ACBE software with your product in such a way that your product modifies or generates Stylevision Power Stylesheet(s).
- **(c) Applicable AEULA Terms.** The terms and conditions set forth in Sections 5, 6 and 7 apply to the ACBE software.

6. Authentic Community Editions (ACDE and ACBE) Software Terms and Conditions

The terms set forth in Section 6 are applicable to the ACDE and ACBE software licenses and are in addition to the specific terms applicable to those software licenses.

- (a) Use Limitation. The ACDE and ACBE software are licensed and distributed by Altova for viewing, distributing, sharing, and editing of XML files solely in connection with STYLEVISION Power Stylesheets, defined as .sps files that are template files developed by Altova or its customers using Altova's STYLEVISION product. You are not authorized to integrate or use the ACDE or ACBE software with (i) any STYLEVISION Power Stylesheet(s) not developed in accordance with the Altova Software License Agreement available at http://www.altova.com/eula or (ii) other software or enhancement that uses Inter Application Communication (IAC) to programmatically interface with Authentic Software for the purpose of enabling additional functionality normally not available in Authentic Software or providing functionality that competes with other Altova products.
- (b) Warranty Disclaimer. THE ACDE OR ACBE SOFTWARE IS PROVIDED TO YOU FREE OF CHARGE, AND ON AN "AS-IS" BASIS. ALTOVA PROVIDES NO WARRANTIES FOR THE ACDE OR ACBE SOFTWARE. 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 ACDE OR ACBE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF MANDATORILY APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE ACBE OR ACDE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE DATE OF INSTALLATION OR BEGIN OF USE, WHATEVER IS THE EARLIER. SOME STATES OR JURISDICTIONS 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 OR FROM JURISDICTION TO JURISDICTION. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE ACDE OR ACBE 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 ACDE OR ACBE SOFTWARE IN YOUR USE.

- (c) Limitation of Liability. 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 AUTHENTIC SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR ANY PROVISION OF THIS AEULA, 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 FIFTY DOLLARS (USD \$50) 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 AEULA.
- **Support.** Altova is not obliged to provide technical support with respect to the ACDE or ACBE software, that is provided on an AS IS basis. To the extent that Altova in its sole discretion does provide support for these products, the technical support will be provided in the manner detailed in Section 3(b) of this AEULA and subject to all requirements therein contained.

7. Authentic Software (AED, ABE, ACDE and ACBE) Software Terms and Conditions

The terms set forth in Section 7 are applicable to the AED, ABE, ACDE and ACBE software licenses and are in addition to the specific terms applicable to those software licenses.

- (a) Title. Title to the Authentic Software is not transferred to you. Ownership of all copies of the Authentic Software and of copies made by you is vested in Altova, subject to the rights of use or distribution, as applicable, granted to you in this AEULA. All rights not specifically granted in this AEULA are reserved by Altova.
- **(b)** Acknowledgement of Altova's Rights. You acknowledge that the Authentic 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 Authentic Software are the valuable trade secrets and confidential information of Altova and its suppliers. The Authentic 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 Authentic Software, and that Altova's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Authentic Software and all accompanying printed materials. You will take no actions which adversely affect Altova's intellectual property rights in the Authentic 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 Authentic Software, and such use of any trademark does not give you any right of ownership in that trademark. XMLSpy, Authentic, StyleVision, MapForce, UModel, DatabaseSpy, DiffDog, SchemaAgent, SemanticWorks, MissionKit, 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 AEULA does not grant you any intellectual property rights in the Authentic Software. Notifications of claimed copyright infringement should be sent to Altova's copyright agent as further provided on the Altova Web Site.

(c) Common Restrictions.

- (i) 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 Authentic 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 Authentic 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 Authentic Software. Requests for information from users in the European Union with respect to the above should be directed to the Altova Customer Support Department. You may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Authentic Software to third parties except to the limited extent expressly provided in this AEULA.
- (ii) You may not copy, distribute, or make derivative works of the Authentic Software except as expressly set forth above, and any copies that you are permitted to make pursuant to this Authentic EULA must contain the same copyright, patent and other intellectual property markings that appear on or in the Authentic Software. You may not modify, adapt or translate the Authentic Software. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Authentic Software; knowingly take any action that would cause the Authentic Software to be placed in the public domain; or use the Authentic Software in any computer environment not specified in this Authentic EULA. You will comply with applicable law and Altova's instructions regarding the use of the Authentic Software. You agree to notify your employees and agents who may have access to the Authentic Software of the restrictions contained in this AEULA and to ensure their compliance with these restrictions. You may not alter or modify the Authentic Software or create a new installer for the Authentic Software.

(d) <u>Authentic Software Activation, Updates, Metering and Data Use.</u>

- Altova has a built-in license metering module that helps you to avoid any unintentional violation of this AEULA. Altova may use your internal network for license metering between installed versions of the Authentic Software. Altova's Authentic 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 Authentic 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. You further agree that use of license key codes that are not or were not generated by Altova and lawfully obtained from Altova or an authorized reseller as part of an effort to activate or use the Authentic Software violates Altova's intellectual property rights as well as the terms of this AEULA. You agree that efforts to circumvent or disable Altova's copyright protection mechanisms or license management mechanism violate Altova's intellectual property rights as well as the terms of this AEULA. Altova expressly reserves the rights to seek all available legal and equitable remedies to prevent such actions and to recover lost profits, damages and costs.
- (ii) 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. 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.
- Disclaimer. THE AUTHENTIC SOFTWARE IS NEITHER GUARANTEED NOR WARRANTED (e) TO BE ERROR-FREE NOR SHALL ANY LIABILITY BE ASSUMED BY ALTOVA IN THIS RESPECT. NOTWITHSTANDING ANY SUPPORT FOR ANY TECHNICAL STANDARD, THE AUTHENTIC SOFTWARE IS NOT INTENDED FOR USE IN OR IN CONNECTION WITH, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT, MEDICAL DEVICES OR LIFE SUPPORT SYSTEMS, MEDICAL OR HEALTH CARE APPLICATIONS, OR OTHER APPLICATIONS WHERE THE FAILURE OF THE AUTHENTIC SOFTWARE OR ERRORS IN DATA PROCESSING COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE AUTHENTIC SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL DEFEND, INDEMNIFY AND HOLD ALTOVA, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY 3RD PARTY CLAIMS, DEMANDS, OR SUITS THAT ARE BASED UPON THE ACCURACY AND ADEQUACY OF THE AUTHENTIC SOFTWARE IN YOUR USE OR ANY DATA GENERATED BY THE AUTHENTIC SOFTWARE IN YOUR USE.
- **(f)** Restricted Rights Notice and Export Restrictions. The Authentic 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 AEULA. Manufacturer is Altova GmbH, Rudolfsplatz, 13a/9, A-1010 Vienna, Austria/EU. You may not use or otherwise export or re-export the Authentic Software or documentation except as authorized by United States law and the laws of the jurisdiction in which the Authentic 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.

- **(g) Termination**. Without prejudice to any other rights or remedies of Altova, this AEULA may be terminated (i) by you giving Altova written notice of termination or (ii) by Altova, at its option, giving you written notice of termination or (iii) Altova giving you written notice of termination if you fail to comply with the terms and conditions of the AEULA. This AEULA automatically terminates upon the expiration of the ABE License Term. Upon any termination or expiration of this AEULA, you must cease all use of Authentic Software, 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 Authentic Software remain in your possession or control. The terms and conditions set forth in Sections 1(e), 2(c)-(d), 3(c)-(d), 4(c)-(d), 5(b)-(c), 6(b)-(c) and 7 survive termination of this AEULA as applicable.
- (h) Third Party Software. The Authentic 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 and are made a part of and incorporated by reference into this AEULA. By accepting this AEULA, you are also accepting the additional terms and conditions, if any, set forth therein.
- General Legal Provisions. This AEULA 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 AEULA 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 AEULA 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 AEULA. This AEULA 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 AEULA 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 AEULA. If, for any reason, any provision of this AEULA is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this AEULA, and this AEULA 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.

- (i) If you are located in the European Union and are using the Authentic Software in the European Union and not in the United States, then this AEULA 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 Authentic 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.
- (ii) If you are located in the United States or are using the Authentic Software in the United States then this AEULA 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 Authentic 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.
- (iii) If you are located outside of the European Union or the United States and are not using the Authentic Software in the United States, then this AEULA 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 Authentic 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 AEULA 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.

Last Updated: 2009-10-07