The license agreement below applies to the following Altova server software tools:
Altova RaptorXML Server
Altova RaptorXML+XBRL Server
Altova FlowForce Server
Altova MapForce Server
Altova StyleVision Server
Altova License Server

Altova Server Software License Agreement

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

Important - Read Carefully. Notice to User:

This Server Software License Agreement ("Agreement") is a legal document between you and Altova GmbH ("Altova"). It is important that you read this document before using the Altova-provided server 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 downloading, installing, or otherwise using the Software, you agree to be bound by the terms of this 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. You may print a copy of this Agreement as part of the installation process at the time of acceptance. Alternatively, a copy of this Agreement may be found at http://www.altova.com/legal.html and a copy of the Privacy Policy may be found at http://www.altova.com/privacy.

1. SOFTWARE LICENSE

A. License Grant.

Upon your acceptance of this Agreement 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 the Software as set forth in this Agreement.

The term of this license grant is dependent upon the number of years you purchase. The term commences on the date of your order and terminates one or more calendar years thereafter, subject to compliance with the terms of this Agreement.

B. LICENSING BY NUMBER OF CORES ON SERVER

You have the rights below for each server you properly license.

- 1. You must obtain a separate license for each Server. "Server" means a physical or virtual machine capable of running server software. For purposes of this definition, each virtual machine, hardware partition, or blade is considered to be a separate Server.
- 2. You may license by Physical Cores on a Physical Server or by Virtual Cores available inside a virtual machine. "Physical Core" means a core in a Physical Processor. "Physical Processor" means a processor in a physical hardware system. A "Virtual Core" means a Physical Core made available to a virtual machine by the virtualization software.
- 3. The number of core licenses required depends how the Software is deployed on a Server:
- a. If you are running the Software inside an operating system on a Physical Server, then the number of core licenses you deploy to that Server must be equal to or greater than the number of Physical Cores.
- b. If you are running the Software inside a virtual machine, then the number of core licenses you deploy must be equal to or greater than the number of Virtual Cores shown available in that virtual machine.
- 4. You may use any number of Running Instances of the Software on a Server to which you have deployed a license. "Running Instance" means an instance of the software that is loaded into memory for execution.
- C. Backup and Archival Copies. You may make one (1) backup and one (1) 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.
- D. 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 latest update or upgrade that you download and install 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 updated copy in addition to the copy of the Software that it is replacing and whose license has terminated.
- E. 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 Agreement.
- F. 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

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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 Agreement and to ensure their compliance with these restrictions.

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conditions of this 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, prerelease, or not-for-resale copies of the Software.

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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 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.

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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 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 Agreement between Altova and you.

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6. SUPPORT AND MAINTENANCE

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For an annual software license, 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. Maintenance releases, updates and upgrades may or may not include additional features.

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 as determined by Altova in its sole discretion. 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.

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A. License Metering. The Software includes a separate License Server that is designed to monitor license compliance in your network. The License Server communicates with all Altova server products installed on your server machines on your network. You permit Altova to use your network for license compliance monitoring and metering and to generate compliance reports that are communicated to Altova from time to time. The License Server must be used and the Software will not function if it cannot communicate with the License Server.

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F. Audit Rights. You agree that Altova may audit your use of the Software for compliance with the terms of this Agreement at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Altova for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

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8. TERM AND TERMINATION

This Agreement may be terminated (a) by your giving Altova written notice of termination; (b) by Altova, at its option, giving you written notice of termination if you commit a breach of this 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 Agreement governing your use of a previous version of the Software that you have upgraded or updated is terminated upon your acceptance of the terms and conditions of the Agreement accompanying such upgrade or update. Upon any termination of the Agreement, you must cease all use of the Software that this Agreement 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(h), 1(i), 1(j), 1(k), 2, 5(b), 5(c), 5(d), 7(d), 7(e), 9, 10 and 11 survive termination as applicable.

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10. U.S. GOVERNMENT ENTITIES

Notwithstanding the foregoing, if you are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the Commonwealth of Massachusetts will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 5 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§7101 et seq.), the Tucker Act (28 U.S.C. §1346(a) and §1491), or the Federal Tort Claims Act (28 U.S.C. §§1346(b), 2401-2402, 2671-2672, 2674-2680), FAR 1.601(a) and 43.102 (Contract Modifications); FAR 12.302(b), as applicable, or other applicable governing authority. For the avoidance of doubt, if you are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then your indemnification obligations are only applicable to the extent they would not cause you to violate any applicable law (e.g., the Anti-Deficiency Act), and you have any legally required authorization or authorizing statute.

11. 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 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.

12. TRANSLATIONS

Where Altova has provided you with a foreign translation of the English language version, you agree that the translation is provided for your convenience only and that the English language version will control. If there is any contradiction between the English language version and a translation, then the English language version shall take precedence.

13. 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 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 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 the Commonwealth of Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction in the federal or state courts of the Commonwealth 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 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 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 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 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 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 Agreement. This 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 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 Agreement. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this 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: 2014-04-08