

ALTOVA® MOBILETOGETHER® SERVER SOFTWARE LICENSE AGREEMENT

Licensor:

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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

If you have licensed the Per Core version of the Software, 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.

5. While you may connect an unlimited number of Devices to the Server, performance and functionality may be limited by the hardware and software configuration, the devices connected thereto, the amount of data transmitted between the devices and the server, as well as other factors in the your environment. “Device” means any computing device/instrument that is supported by the Software, e.g. a smartphone or tablet.

C. Licensing MobileTogether Server Software Based On Number of Devices.

If you have licensed the Per Device version of the Software, you have the rights below for each server you properly license.

1. You must obtain a separate license for each Server.

2. You may connect the Server to as many Devices for which you have purchased a Device License. “Device License” means the license required for a Device to access the Software on a Server. The number of Device Licenses is determined at the time of purchase and coded into the key code. Additional Device Licenses may be purchased separated.

3. Before you run the Software, you must install the License Server which is included with the Software or available by separate download. Thereafter, from within the License Server, you must assign the license key code to one Server. You may assign other Software licenses to the same Server, but you may not assign the same license to more than one Server.

4. You must acquire and assign a Device License to each Device that accesses the Server directly or indirectly. You may reassign Device Licenses to any Device, but not on a short-term basis, namely not within seven (7) days of the last assignment. The prohibition against short-term reassignment does not apply to situations where the Device is immediately reassigned to another licensed Server. You may not use the Software to connect to unlicensed Devices.

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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: 2015-11-01