

Altova End-User License Agreement for Authentic

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Authentic® Enterprise Edition

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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. This Agreement automatically terminates upon the expiration of the ABEE License Term. 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(c)-(h), 2, 5, 7, 9, 11-14 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 Agreement. Manufacturer is Altova GmbH, Rudolfsplatz 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. 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), conduct reserved for the Attorney General, 28 U.S.C. §§516-519; 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. OPEN SOURCE SOFTWARE

The Software may contain open source software (OSS) and said OSS is re-distributed under the terms of the applicable OSS license. A current list of OSS components which may be used by one or more versions of the Software can be found at <https://www.altova.com/legal/3rdparty>. Whenever notices (such as acknowledgment, posting of the applicable OSS license, or attribution notice) are required by the original licensor, such notices are included in the documentation, on the Altova website, or as part of a txt file within the Software itself. The Software does not incorporate OSS that would require the disclosure of the Software source code or require that the Software enter the public domain.

12. JURISDICTION, CHOICE OF LAW, AND VENUE

If you are located in the European Union and are using the Software in the European Union, 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.

In all other circumstances 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.

13. 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.

14. GENERAL PROVISIONS

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: 20204.11.12