

# ALTOVA<sup>®</sup> AI SUBSCRIPTION TERMS

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## 1. INTRODUCTION AND SCOPE

These Altova AI Subscription Terms (“AI Terms”) govern your purchase and use of Altova’s AI-powered features and services (“AI Services”) available as optional add-ons to certain Altova desktop software products. These AI Terms are supplemental to, and incorporate by reference, the Altova End-User License Agreement (“EULA”) available at <https://www.altova.com/legal/eula>, the Altova Privacy Policy available at <https://www.altova.com/privacy>, and the Altova SMP Terms of Use available at <https://www.altova.com/legal/smp-terms> (collectively, the “Existing Agreements”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Existing Agreements.

By purchasing, activating, or using an AI Subscription, you acknowledge that you have read, understood, and agree to be bound by these AI Terms in addition to the Existing Agreements. In the event of a conflict between these AI Terms and the Existing Agreements, these AI Terms shall govern solely with respect to the AI Services. All other terms of the Existing Agreements remain in full force and effect.

## 2. DEFINITIONS

“**AI Server**” means the Altova-operated server infrastructure, including any back-end third-party services utilized by Altova, that processes AI Requests and returns AI Output in connection with the AI Services.

“**AI Output**” means any results, suggestions, mappings, code, configurations, recommendations, or other output generated by the AI Services in response to an AI Request.

“**AI Request**” means a discrete interaction in which the Software transmits Submitted Data to the AI Server and receives AI Output in return, constituting a variable number of units of Usage Credits against the applicable Usage Limit depending on the nature and size of the AI request.

“**AI Services**” means the artificial intelligence and machine learning features and capabilities made available through an AI Subscription, including but not limited to AI-assisted data mapping in MapForce, AI-assisted editing and development features in XMLSpy, and AI-assisted development features in DatabaseSpy. The specific AI features available for each Eligible Product are described in the product documentation and on the Altova website.

“**AI Subscription**” means a paid subscription that entitles the subscriber to access and use the AI Services for a specific Eligible Product, subject to the applicable Subscription Level and Usage Limit. Each Eligible Product requires its own AI Subscription, except as provided in Section 5 (MissionKit AI Subscription).

**“Eligible Product”** means an Altova desktop software product for which AI Services are offered.

**“Submitted Data”** means any prompt the user enters into the AI chat interface as well as the structural and other technical information that the Software transmits to the AI Server as part of an AI Request. Submitted Data does not include the substantive content of your data files, except to the extent that structural information inherently reflects such content.

**“Subscription Level”** means the tier of AI Subscription purchased (e.g., Basic, Pro, or Max), each providing a different Usage Limit. The specific Subscription Levels, their corresponding Usage Limits, and pricing are set forth in the Altova Online Shop at the time of purchase, and may be updated from time to time.

**“Usage Limit”** means the maximum number of Usage Credits that may be used within a calendar month under the applicable Subscription Level, as specified in the Altova Online Shop at the time of purchase.

**“Usage Credit”** means the digital units that measure how much computing power a user consumes when interacting with the Altova AI Server. Each credit cost varies depending on the complexity, model, and volume of the request.

### **3. AI SUBSCRIPTION REQUIREMENTS**

#### **(a) Active Support & Maintenance Plan Required.**

An AI Subscription may only be purchased and maintained in conjunction with an active Support & Maintenance Package (“SMP”) for the applicable Eligible Product. If your SMP expires or is terminated for any reason, your AI Subscription for that Eligible Product shall also terminate, and no refund of prepaid AI Subscription fees shall be due. You may purchase an AI Subscription at the same time as a new SMP or add it to an existing SMP subscription.

#### **(b) Separate AI Subscriptions per Product.**

Each Eligible Product requires its own AI Subscription, except if purchased for an entire software bundle. For example, to use AI Services in both XMLSpy and MapForce, you must purchase a separate XMLSpy AI Subscription and a separate MapForce AI Subscription, unless you purchase a MissionKit AI Subscription as described in Section 5. Pricing for each product’s AI Subscription is set forth in the Altova Online Shop.

#### **(c) Annual Subscription Term.**

AI Subscriptions are sold exclusively to coincide with an SMP Subscription. The AI Subscription term shall commence on the date of purchase and continue until the end of the underlying SMP Subscription (“AI Subscription Term”). Renewal terms and conditions, including any applicable price adjustments, shall be as set forth in the Altova Online Shop and any applicable order documentation.

### **4. SUBSCRIPTION LEVELS AND USAGE**

#### **(a) Subscription Levels.**

AI Subscriptions are offered at multiple Subscription Levels (e.g., Basic, Pro, and Max), each providing progressively higher Usage Limits. The specific Usage Limits and Subscription Level descriptions are published in the Altova Online Shop and may be updated by Altova from time to time. Higher Subscription Levels provide proportionally greater monthly Usage Limits relative to the Basic Subscription Level.

**(b) Monthly Usage Limits.**

Although the AI Subscription is billed on an annual basis, the Usage Limit included with each Subscription Level is measured and applied on a monthly basis, corresponding to calendar months. At the beginning of each calendar month, the usage counter resets to zero regardless of usage in the prior month. Unused usage from one calendar month does not carry over to subsequent months.

**(c) Exceeding the Usage Limit.**

If your AI Request usage in any calendar month reaches the applicable Usage Limit, the AI Services will not process additional AI Requests for the remainder of that calendar month. Upon reaching the Usage Limit, you may:

(a) Wait until the first day of the next calendar month, at which time the usage counter resets and AI Services will again become available; or

(b) Upgrade to a higher Subscription Level, subject to applicable pricing and terms by contacting Altova Sales. Upon upgrading, the higher Usage Limit shall take effect immediately for the remainder of the then-current calendar month. The upgraded Subscription Level shall continue for the remainder of the AI Subscription Term, and fees shall be adjusted on a prorated basis as set forth at the time of upgrade.

## **5. MISSIONKIT AI SUBSCRIPTION**

**(a) Availability.**

If you have licensed the Altova MissionKit bundle, which includes both XMLSpy and MapForce, you may elect to purchase a MissionKit AI Subscription in lieu of purchasing separate AI Subscriptions for each Eligible Product included in the MissionKit.

**(b) Combined Pricing.**

The MissionKit AI Subscription fee shall be the sum of the individual AI Subscription fees for each Eligible Product included in the MissionKit at the corresponding Subscription Level, as published in the Altova Online Shop at the time of purchase.

**(c) Shared Usage Pool.**

A MissionKit AI Subscription provides a single, combined Usage Limit equal to the sum of the individual Usage Limits that would apply if separate AI Subscriptions were purchased for each Eligible Product at the applicable Subscription Level. This combined Usage Limit constitutes a shared pool that may be consumed by AI Requests from any Eligible Product included in the MissionKit, in any proportion, at the subscriber's discretion. For example, a

subscriber may use the majority of their usage to MapForce AI Services and a smaller portion to XMLSpy AI Services, or vice versa.

**(d) Same Terms Apply.**

All other provisions of these AI Terms, including the monthly usage cycle, overage rules, upgrade options, and data terms, apply to MissionKit AI Subscriptions in the same manner as they apply to individual product AI Subscriptions.

## **6. MULTI-USER AI SUBSCRIPTIONS**

If you have licensed an Eligible Product under a multi-user license (including Named User or Concurrent User licenses as defined in the EULA for those Altova software products), you must purchase the same number of AI Subscription seats as the number of users licensed under your multi-user software license.

## **7. DATA TRANSMISSION AND LICENSE GRANT**

**(a) Transmission of Submitted Data.**

You acknowledge and agree that the use of AI Services requires the Eligible Product to transmit Submitted Data to the AI Server. This Submitted Data may include, but is not limited to, information about the structure, schema, and metadata of your data sources and mapping targets as well as any prompts you enter into the AI chat interface. You are solely responsible for ensuring that you have the right and authority to transmit such Submitted Data to Altova.

**(b) Limited License to Altova.**

By using the AI Services, you grant Altova a non-exclusive, worldwide, royalty-free, limited license to use, store, log, process, reproduce, and analyze the Submitted Data and AI Output for the following purposes:

1. Providing, operating, and delivering the AI Services to you;
2. Maintaining, improving, and enhancing the AI Services, AI Server, and related Altova products and services;
3. Developing new AI features, services, algorithms, and models;
4. Generating aggregate, anonymized, or de-identified analytics and insights that do not identify you or any individual; and
5. Logging and auditing AI Requests for quality assurance, security, troubleshooting, and compliance purposes.

This license shall survive the termination or expiration of your AI Subscription solely with respect to Submitted Data and AI Output that was transmitted, stored, or logged during the AI Subscription Term, and solely for the purposes described above. Altova will process Submitted Data in accordance with the Altova Privacy Policy and as described herein.

**(c) Data Retention.**

Altova may retain Submitted Data and associated logs following the termination or expiration of your AI Subscription for the purposes set forth in Section 7(b).

**(d) No Sensitive Data.**

You shall not submit or cause to be transmitted to the AI Server any data that constitutes personally identifiable information, protected health information, financial account numbers, government-issued identification numbers, or other categories of sensitive or regulated data, except to the extent that such information is inherently part of the structural metadata of your data sources. You are solely responsible for ensuring compliance with all applicable data protection laws in connection with the Submitted Data.

## **8. THIRD-PARTY SERVICES AND AI PROVIDERS**

**(a) Use of Third-Party Providers.**

You acknowledge and agree that Altova may utilize third-party cloud computing services, infrastructure providers, and third-party artificial intelligence providers (collectively, “Third-Party AI Providers”) in the operation and delivery of the AI Services, including for the processing of AI Requests and generation of AI Output. Submitted Data may be transmitted to and processed by such Third-Party AI Providers in accordance with Altova’s agreements with those providers.

**(b) Altova’s Responsibility.**

Altova shall use commercially reasonable efforts to select Third-Party AI Providers that maintain appropriate security and confidentiality standards. Notwithstanding the foregoing, Altova’s liability for the acts or omissions of Third-Party AI Providers shall be subject to the limitations set forth in Section 11 below..

**(c) Changes to Third-Party Providers.**

Altova reserves the right to change, add, or remove Third-Party AI Providers at any time without prior notice to you, provided that such changes do not materially diminish the functionality of the AI Services. Altova will update information regarding its use of Third-Party AI Providers on the Altova website as appropriate.

## **9. AI OUTPUT DISCLAIMER AND LIMITATIONS**

**(a) No Guarantee of Accuracy.**

**YOU ACKNOWLEDGE AND AGREE THAT AI OUTPUT IS GENERATED BY AUTOMATED ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING SYSTEMS AND MAY CONTAIN ERRORS, INACCURACIES, OMISSIONS, OR UNSUITABLE RESULTS. ALTOVA MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE ACCURACY, COMPLETENESS,**

## **RELIABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY AI OUTPUT.**

### **(b) User Responsibility.**

You are solely responsible for reviewing, validating, testing, and verifying all AI Output before relying upon it or incorporating it into any production environment, workflow, data mapping, application, or deliverable. AI Output is provided as a suggestion or starting point and should not be treated as a definitive, complete, or authoritative result. You shall independently verify the correctness and suitability of all AI Output for your intended use.

### **(c) No Professional Advice.**

AI Output does not constitute professional, legal, financial, medical, or any other form of expert advice. You should not rely on AI Output as a substitute for professional judgment or consultation with qualified professionals.

### **(d) Evolving Technology.**

The AI Services utilize artificial intelligence and machine learning technologies that are inherently probabilistic and evolving. The quality, nature, and characteristics of AI Output may vary over time as underlying models, algorithms, and Third-Party AI Providers are updated. Altova does not guarantee that AI Output will be consistent across different sessions, versions, or time periods.

## **10. OWNERSHIP OF AI OUTPUT**

Subject to the license granted to Altova in Section 7(b), as between you and Altova, you shall own any documents, files, schemas, mappings, configurations, or other work products that you create using or incorporating AI Output, in the same manner as provided in Section 1(k) of the EULA with respect to works created using the Eligible Product. You acknowledge that AI Output may not be eligible for intellectual property protection under applicable law and that similar or identical AI Output may be generated for other users of the AI Services.

## **11. LIMITATION OF LIABILITY FOR AI SERVICES**

**Without limiting the generality of the limitation of liability provisions set forth in Section 5(c) of the EULA, IN NO EVENT SHALL ALTOVA, ITS AFFILIATES, SUPPLIERS, OR THIRD-PARTY AI PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE AI SERVICES, AI OUTPUT, OR YOUR USE OR INABILITY TO USE THE AI SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, ERRORS IN AI OUTPUT, RELIANCE ON AI OUTPUT, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ALTOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ALTOVA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AI SERVICES AND THESE AI TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF AI SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO**

## **ALTOVA IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

### **12. ACCEPTABLE USE**

#### **(a) Permitted Use.**

You may use the AI Services solely in connection with the Eligible Products for which you hold a valid AI Subscription and solely for your internal business purposes, in accordance with these AI Terms, the EULA, and the applicable product documentation.

#### **(b) Prohibited Uses.**

Without limiting the restrictions set forth in the EULA, you shall not:

1. Use the AI Services to develop, train, or improve any competing artificial intelligence or machine learning product or service;
2. Attempt to reverse engineer, extract, or derive the underlying models, algorithms, weights, training data, or trade secrets of the AI Services or the AI Server;
3. Submit AI Requests that contain malicious code, are designed to exploit or probe the AI Services, or are intended to circumvent usage limits or security measures;
4. Use the AI Services to generate output that is illegal, harmful, defamatory, infringing, or otherwise violates the rights of any third party;
5. Resell, sublicense, or make the AI Services available to third parties, whether through a service bureau arrangement, SaaS offering, or otherwise;
6. Use automated tools, scripts, or bots to generate AI Requests in a manner designed to artificially inflate usage or circumvent the Usage Limit; or
7. Use the AI Services in connection with any high-risk application where the failure or inaccuracy of AI Output could lead to death, personal injury, or severe physical or environmental damage.

### **13. PRIVACY AND DATA PROCESSING**

#### **(a) Applicability of the Privacy Policy.**

The collection and use of information in connection with the AI Services is governed by the Altova Privacy Policy (<https://www.altova.com/privacy>). By using the AI Services, you consent to the practices described therein as they relate to the processing of Submitted Data and associated metadata.

#### **(b) No Personal Data Processing.**

The functionality of the AI Services is intended to be limited to sending structural and schema information only. You are responsible to ensure that Submitted Data does **NOT**

include any Personal Data as defined by Regulation (EU) 2016/679 (GDPR), because processing by a Third-Party AI Provider outside the EU may be necessary for the performance of the AI Services.

**(c) Security.**

Altova shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Submitted Data against unauthorized access, use, or disclosure. All communications between the Eligible Product and the AI Server shall be encrypted using TLS 1.2 or higher.

## **14. MODIFICATIONS TO AI SERVICES**

**(a) Service Changes.**

Altova reserves the right to modify, update, enhance, or discontinue the AI Services or any feature thereof at any time. Altova will use commercially reasonable efforts to provide advance notice of material changes through the Altova website, product notifications, or email. Continued use of the AI Services after such modifications constitutes your acceptance of the modified AI Services.

**(b) Changes to Subscription Levels and Usage Limits.**

Altova may modify the Subscription Levels, Usage Limits, and pricing from time to time. Any such changes to Usage Limits shall take effect at the start of your next AI Subscription Term or renewal period and shall not reduce your Usage Limit during a paid and active AI Subscription Term.

**(c) Changes to These AI Terms.**

Altova reserves the right to update these AI Terms from time to time. Revised AI Terms will be posted at the Altova website with an updated “Last Updated” date. Your continued use of the AI Services following the posting of revised AI Terms constitutes your acceptance of the revised terms. If you do not agree to revised AI Terms, you must cease use of the AI Services and may cancel your AI Subscription in accordance with Section 15.

## **15. TERM AND TERMINATION**

**(a) Term.**

The AI Subscription Term begins on the date of purchase and continues until the end of the underlying SMP Subscription, unless terminated earlier in accordance with this Section 15.

**(b) Termination by Altova.**

Altova may terminate your AI Subscription immediately upon written notice if: (i) you breach any provision of these AI Terms and fail to cure such breach within ten (10) days after notice from Altova; (ii) your SMP for the applicable Eligible Product expires or is terminated; or (iii) your license to the applicable Eligible Product is terminated for any reason under the EULA.

**(c) Termination by You.**

You may terminate your AI Subscription at any time by providing written notice to Altova. No refund of prepaid AI Subscription fees shall be due upon early termination by you.

**(d) Effect of Termination.**

Upon termination or expiration of your AI Subscription: (i) your right to use the AI Services shall immediately cease; (ii) any associated Usage Limit shall be forfeited; and (iii) the provisions of Sections 7 (Data Transmission and License Grant), 9 (AI Output Disclaimer and Limitations), 10 (Ownership of AI Output), 11 (Limitation of Liability for AI Services), and 16 (General Provisions) shall survive termination.

**16. GENERAL PROVISIONS**

**(a) Relationship to Existing Agreements.**

These AI Terms are supplemental to, and shall be read in conjunction with, the EULA, the Privacy Policy, and the SMP Terms of Use. The general terms of the EULA, including without limitation provisions relating to intellectual property, transfer restrictions, export restrictions, governing law, jurisdiction, and general provisions, shall apply to the AI Services to the extent not inconsistent with these AI Terms.

**(b) Governing Law and Jurisdiction.**

These AI Terms shall be governed by and construed in accordance with the governing law and jurisdiction provisions set forth in Section 12 of the EULA, which are incorporated herein by reference.

**(c) Severability.**

If any provision of these AI Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**(d) Entire Agreement.**

These AI Terms, together with the Existing Agreements, constitute the complete agreement between you and Altova with respect to the AI Services and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to the subject matter hereof.

**(e) Translations.**

Where Altova has provided a foreign translation of the English language version of these AI Terms, the English language version shall control. If there is any contradiction between the English language version and a translation, the English language version shall take precedence.

**(f) Contact Information.**

Questions regarding these AI Terms may be directed to Altova at: [legal@altova.com](mailto:legal@altova.com) or by postal mail to Altova GmbH, Rudolfsplatz 13a/9, A-1010 Wien, Austria.

Last updated: 2026-03-17