

THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS

**ALTOVA® END USER LICENSE AGREEMENT
FOR AUTHENTIC® DESKTOP EDITION
AND AUTHENTIC® BROWSER EDITION
SOFTWARE**

Licensor:

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

Important - Read Carefully. Notice to User:

This Altova End User License Agreement for Authentic® (“Authentic EULA”) governs your right to use (i) the Authentic Desktop Edition software (“Authentic Desktop Edition”) and/or (ii) the Authentic Browser Edition software (“Authentic Browser Edition”) (each or collectively hereinafter referenced, as “Authentic Software”). 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 Authentic EULA 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/authentic_eula 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 SOFTWARE LICENSE

(a) **License Grant.** Upon your acceptance of this Authentic EULA, Altova grants you a personal non-exclusive, non-transferable (except as provided below), limited license to **install and use** a copy of the Authentic Software on your compatible computer for the purpose of viewing, distributing, sharing, and editing of XML files solely in connection with STYLEVISION® Power Stylesheets hereinafter defined, as further provided herein.

(b) **Backup and Archival Copies.** You may make one backup and one archival copy of the Authentic 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 Authentic Software.

(c) **Key Codes.** Upon acceptance of this Authentic EULA with respect to Authentic Desktop Edition, you will receive a key code that will enable you to activate or operate the Authentic Software. You may not relicense, reproduce or distribute any key code except with the express written permission of Altova.

(d) **Title.** This Authentic EULA gives you a limited license to use and distribute to the limited extent permitted in Section 3, as applicable, the Authentic Software. Altova and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Authentic Software and all copies thereof. All rights not specifically granted in this Authentic EULA are reserved by Altova. As between you and Altova, documents, files, stylesheets, generated program code and schemas that are authored or created by you via your utilization of the Authentic Software, in accordance with its Documentation and the terms of this Authentic EULA, are your property.

(e) **Reverse Engineering.** 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.

(f) **Additional Restrictions.** 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 set forth in Section 3. 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 Authentic EULA 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. The Authentic Software is 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 Authentic Software with any (a) STYLEVISION Power Stylesheet(s) not developed in accordance with the Altova Software License Agreement available at <http://www.altova.com/eula> (b) other software or enhancement that uses Inter Application Communication (IAC) to programmatically interface with Authentic Software for the purpose of (i) enabling additional functionality normally not available in Authentic Software, (ii) providing functionality that competes with other Altova products

2. INTELLECTUAL PROPERTY RIGHTS

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 software, and that Altova's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into 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 software, and such use of any trademark does not give you any right of ownership in that trademark. XMLSPY, AUTHENTIC, STYLEVISION, MAPFORCE, 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 Authentic EULA 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

3. AUTHENTIC DESKTOP EDITION DISTRIBUTION

(a) **License Grant** Upon your acceptance of this Authentic EULA as part of your use of the Authentic Desktop Edition, and subject to your ongoing compliance with its terms and conditions, Altova hereby grants Authentic Desktop Edition users a non-exclusive, non-transferable, limited worldwide license to reproduce the Setup Program for Authentic Desktop Edition and distribute the Setup Program for Authentic Desktop Edition in executable form to end users in the manner hereinafter provided.

(b) **Internal Use** You may install one copy of such Setup Program for Authentic Desktop Edition on a

computer file server within your internal network for the sole and exclusive purpose of installing Authentic Desktop Edition (to an unlimited number of client computers on your internal network). No other server or network use of the Authentic Desktop Edition is permitted, including but not limited to using the Authentic Desktop Edition (i) either directly or through commands, data or instructions from or to another computer or (ii) for internal network, internet or web hosting services.

(c) **External Use** You may distribute the Setup Program for Authentic Desktop Edition 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.

(d) **Distribution Restrictions** In addition to the restrictions and obligations provided in other sections of this Authentic EULA, your license to distribute the Setup Program for Authentic Desktop Edition is further subject to all of the following restrictions (i) Authentic Desktop Edition shall only be licensed and not sold, (ii) you may not make Authentic Desktop Edition 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 Authentic Desktop Edition, (iii) You must use the Setup Program provides by Altova **AS IS** and may not impair, alter or remove Altova's Authentic EULA, (which will appear in the installation process and which an end user must accept in order to be able to install or operate Authentic Software) or any other files, (iv) Other versions of Authentic Software available cannot be distributed under this Agreement; and (v) You may not combine the Authentic Software with your product in such a way that your product modifies or generates STYLEVISION Power Stylesheets.

4. WARRANTY DISCLAIMER

THE AUTHENTIC SOFTWARE IS PROVIDED TO YOU FREE OF CHARGE, AND **ON AN "AS-IS" BASIS**. ALTOVA PROVIDES **NO** WARRANTIES FOR THE AUTHENTIC 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 AUTHENTIC SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE AUTHENTIC SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE DATE OF INSTALLATION OR USE. SOME STATES 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. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE 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 SOFTWARE IN YOUR USE. WITHOUT LIMITATION, THE SOFTWARE IS NOT INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, OR WEAPONS SYSTEMS, WHERE THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

5. 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 AUTHENTIC END USER LICENSE AGREEMENT, 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 AUTHENTIC END USER LICENSE AGREEMENT.

6. SUPPORT

Altova provides **no technical** support for the version of the Authentic software product edition that you have licensed unless you have elected to purchase a "Support & Maintenance Package ("SMP"). The Support Period, hereinafter defined, covered by such SMP shall be delineated at such time as you elect to purchase a SMP. Your rights with respect to support as well as your upgrade eligibility depend on your decision to purchase a SMP and the level of SMP that you have purchased. All Technical support is provided via a Web-based support form only, and there is no guaranteed response time. If you have purchased SMP, then solely for the duration of its delineated Support Period, **you**

are eligible to receive the version of the Authentic 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 Software that succeeds the Software edition that you have licensed for applicable upgrades released during your Support Period. Software that is introduced as 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.

During the Support Period you may also report any Authentic Software problem or error to Altova. In its sole discretion, Altova may elect 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 Authentic 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 Authentic 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 Authentic Software. Altova is not obligated to fix errors. 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 Authentic Software and Altova will not provide you with generic consultation, assistance, or advice under any circumstances. The provision of technical support in no way constitutes a warranty for Authentic Software or the use or performance thereof

Updating Authentic Software may require the updating of software not covered by this Authentic EULA before installation. Updates of the operating system and application software not specifically covered by this Authentic EULA are your responsibility and will not be provided by Altova under this Authentic EULA. Altova's support obligations under this Section 6 are contingent upon your proper use of the Authentic Software and your compliance with the terms and conditions of this Authentic EULA at all times. Altova shall be under no obligation to provide the above technical support if, in Altova's opinion, the Authentic Software has failed due to the following conditions: (i) damage caused by the relocation of the software to another location or CPU; (ii) alterations, modifications or attempts to change the Authentic Software without Altova's written approval; (iii) causes external to the Authentic Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (iv) your failure to maintain the Authentic Software at Altova's specified release level; or (v) use of the Authentic Software with other software without Altova's prior written approval. It will be your sole responsibility to: (i) comply with all Altova-specified operating and troubleshooting procedures and then notify Altova immediately of Authentic Software malfunction and provide Altova

with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

7. AUTHENTIC SOFTWARE ACTIVATION, UPDATES, METERING AND DATA USE

Altova has a built-in license metering module that helps you to avoid any unintentional violation of this Authentic EULA and Altova may use your internal network for such license metering. The Authentic Software may use your internal network and internet connection for the purpose of transmitting license-related data at the time of installation, registration 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 support. 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. In the event that Altova provides LiveUpdate notification service(s) to you, 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 Authentic EULA. By your acceptance of the terms of this Authentic EULA or use of the Authentic Software, you authorize the collection, use and disclosure of information collected by Altova for the purposes provided for in this Authentic EULA 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 Authentic EULA 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.

8. EXPORT RULES AND GOVERNMENT RESTRICTED RIGHTS

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 is 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 Authentic EULA. Manufacturer is Altova GmbH, Rudolfsplatz, 13a/9, A-1010 Vienna, Austria/EU. You may not use or otherwise export or reexport 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 Authentic Software or Documentation may not be exported or reexported (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 Authentic 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.

9. TERM AND TERMINATION

Without prejudice to any other rights or remedies of Altova, this Authentic EULA may be terminated (a) by you giving Altova written notice of termination; or (b) by Altova, at its option, giving you written notice of termination or (c) Altova giving you written notice of termination if you fail to comply with the terms and conditions of the Authentic EULA. Upon any termination of this Authentic EULA, 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 (d), (e), (f), 2, 4, 5, 8, and 10 survive termination of this agreement as applicable.

10. GENERAL PROVISIONS

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 Authentic EULA 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.

If you are located in the United States or are using the Authentic Software in the United States then this Authentic EULA will be governed by and construed in accordance with the law 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.

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 Authentic EULA 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 Authentic EULA 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 Authentic EULA 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 Authentic EULA 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 Authentic EULA 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 Authentic EULA. This Authentic EULA 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 Authentic EULA 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 Authentic EULA. If, for any reason, any provision of this Authentic EULA is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Authentic EULA, and this Authentic EULA 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 2004-09-22