

Altova End-User License Agreement

The license agreement below applies to the following Altova desktop software tools:

- Altova DatabaseSpy
- Altova DiffDog
- Altova EBA XBRL Add-in for Excel
- Altova EIOPA (Solvency II) Add-in for Excel
- Altova MapForce
- Altova MissionKit
- Altova SchemaAgent
- Altova StyleVision
- Altova UModel
- Altova XMLSpy

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A-1010 Wien
Austria

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(a) If you have not purchased SMP, you will receive the Software AS IS and will not receive any maintenance releases or updates. However, Altova, at its option and in its sole discretion on a case by case basis, may decide to offer maintenance releases to you as a courtesy, but these maintenance releases will not include any new features in excess of the feature set at the time of your purchase of the Software. In addition, Altova will provide free technical support

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(a) License Metering. The Software includes a built-in license metering module that is designed to assist you with monitoring license compliance in small local area networks (LAN). The metering module attempts to communicate with the Altova LicenseServer, if utilized, or other machines on your local area network (LAN). You permit Altova to use your internal network for license monitoring for this purpose. This license metering module may be used to assist with your license compliance but should not be the sole method. Should your firewall settings block said communications, you must deploy an accurate means of monitoring usage by the end user and preventing users from using the Software more than the Permitted Number.

(b) License Compliance Monitoring. You are required to utilize the Altova LicenseServer or a similar process or tool to ensure that the Permitted Number is not exceeded. Without prejudice or waiver of any potential violations of the Agreement, Altova may require that you utilize the Altova LicenseServer to comply with the terms of this Agreement should you be unable to accurately account for license usage within your organization. You permit Altova to use your internal network for license monitoring and metering and to generate compliance reports that are communicated to Altova from the Software or from the Altova LicenseServer.

(c) Software Activation. Directly and/or by way of the Altova LicenseServer, the Software may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use, or update to an Altova Master License Server and validating the authenticity of the license-related data in order to protect Altova against unlicensed or illegal use of the Software and to improve customer service. Activation is based on the exchange of license related data between your computer, the Altova LicenseServer, if utilized, and the Altova Master License Server. You agree that Altova may use these measures and you agree to follow any applicable requirements. You further agree that use of license files that are not or were not generated by Altova and lawfully obtained from Altova, or an authorized reseller as part of an effort to activate or use the Software violates Altova's intellectual property rights as well as the terms of this Agreement. You agree that efforts to circumvent or disable Altova's copyright protection mechanisms, the license management mechanism, the Altova LicenseServer or the Altova Master License Server violates Altova's intellectual property rights as well as the terms of this Agreement. Altova expressly reserves the rights to seek all available legal and equitable remedies to prevent such actions and to recover lost profits, damages and costs.

(d) LiveUpdate. 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 to notify you of available service releases, updates, bug fixes, or other license related information.

(e) Use of Data. The terms and conditions of the Privacy Policy are set out in full at <https://www.altova.com/privacy> and are incorporated by reference into this Agreement. By your acceptance of the terms of this Agreement and/or use of the Software, you authorize the collection, use and disclosure of information collected by Altova for the purposes provided for in this Agreement and/or the Privacy Policy. Altova has the right in its sole discretion to amend this provision of the Agreement 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.

(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.

(g) Personal Data Stays in EU. All personal data, as that term is defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and related revisions and updates, that may be transmitted to Altova under Section 7 herein, is stored, processed, analyzed, and/or managed in the EU and no such data is transmitted outside of the EU.

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(g)-(l), 2, 5, 7, 9, 10, 11, and 11 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. US 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: 2024/11/09