Altova Server Software License Agreement

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

- Altova RaptorXML Server
- Altova RaptorXML+XBRL Server
- Altova FlowForce Server
- Altova MapForce Server
- Altova StyleVision Server
- Altova DiffDog Server
- Altova Authentic Server
- Altova License Server

Altova Server Software License Agreement

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

Important - Read Carefully. Notice to User:

This Server Software License Agreement ("Agreement") is a legal document between you and Altova GmbH ("Altova"). It is important that you read this document before using the Altova-provided server software ("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 downloading, installing, or otherwise using the Software, you agree to be bound by the terms of this Agreement as well as the Altova Privacy Policy ("Privacy Policy") including, without limitation, the warranty disclaimers, limitation of liability, data use and termination provisions below, whether or not you decide to purchase the Software. 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 Software, and you must destroy any downloaded copies of the Software in your possession or control. You may print a copy of this Agreement as part of the installation process at the time of acceptance. Alternatively, a copy of this Agreement may be found at https://www.altova.com/legal/server-software-eula and a copy of the Privacy Policy may be found at https://www.altova.com/privacy.

1. SOFTWARE LICENSE

A. License Grant.

Upon your acceptance of this Agreement Altova grants you a non-exclusive, non-transferable (except as provided below), limited license, without the right to grant sublicenses, to install and use a copy of the Software as set forth in this Agreement.

The term of this license grant is dependent upon the number of years you purchase. The term of the license is delineated in your purchasing documents.

B. Licensing by Number of Cores on Server

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. You may not transfer the license from one server to another more than three (3) times per year. Each license may not be used on more than one (1) server at the same time.

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.

c. If the Software supports single-thread execution mode, you may deploy one 1-core license of the Software on a machine that has multiple Physical Cores or Virtual Cores if you select the option on the Altova LicenseServer to "Limit to single-thread execution."

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.

C. Backup and Archival Copies. You may make one (1) backup and one (1) archival copy of the 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 Software. You may not transfer the rights to a backup or archival copy unless you transfer all rights in the Software as provided under Section 3.

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F. Reverse Engineering. Except and to the limited extent as may be otherwise specifically provided by applicable law in the European Union, 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 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 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 Software. Requests for information from users in the European Union with respect to the above should be directed to the Altova Customer Support Department.

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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 and to make reasonable efforts to provide work-arounds to errors reported in the Software.

During the Support Period you may also report any Software problem or error to Altova. If Altova determines that a reported reproducible material error in the Software exists and significantly impairs the usability and utility of the Software, Altova agrees to use reasonable commercial efforts 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.

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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.

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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(E) through 1(I), 2, 5(B) through 5(D), 7(D) through 7(G), and 9 through 14 survive termination as applicable.

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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.

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: 2026-09-04