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# oXygen XML Editor End User License Agreement

**IMPORTANT:** THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, A SINGLE LEGAL ENTITY) AND SYNCRO. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THIS SOFTWARE. IT PROVIDES A LICENSE TO USE THIS SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY DOWNLOADING OR INSTALLING THE SOFTWARE YOU ARE INDICATING YOUR ASSENT TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE OR DISCONTINUE USE IMMEDIATELY AND DESTROY ALL COPIES IN YOUR POSSESSION. YOU ALSO ACCEPT AND ASSENT TO THE SYNCRO PRIVACY POLICY LOCATED AT [http://www.oxygenxml.com/privacy\\_policy.html](http://www.oxygenxml.com/privacy_policy.html) AND YOU AGREE TO RECEIVE NOTICES FROM SYNCRO ELECTRONICALLY.

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- a. "Syncro" means Syncro Soft SRL.
- b. "Software" means the executable code of oXygen XML Editor (software program for editing and processing XML documents), any updates or error corrections provided by Syncro and on-line or electronic documentation.
- c. "Named User" is an individual authorized by You to use the Software through the assignment of a single user ID, regardless of whether or not the individual is using the Software at any given time.
- d. "License Key" means a unique key-code issued to You by Syncro (or its authorized reseller) to activate and use the Software.
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1. Trial Period License. You may download and use the Software for free for thirty (30) days after installation ("Trial Period"). During the Trial Period, Syncro grants You a limited, non-exclusive, non-transferable, non-renewable license to copy and use the Software for evaluation purposes only and not for any commercial use. At Syncro discretion, Syncro may provide limited support through email or discussion forums at Syncro web site. The evaluation copy of the Software contains a feature that will automatically disable the Software at the end of Trial Period. Syncro will have no liability to you if this feature disables the Software.

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7. NO REFUND

1. Because the Software is provided free of charge during the Trial Period to allow potential customers to evaluate and test it before paying the license fee, Syncro enforces a strict no-refund policy. Please evaluate and test the Software carefully during the Trial Period. Once you pay the license fee, your payment is final and may not be reimbursed.

8. SUPPORT AND MAINTENANCE PACK

1. Subject to payment of the applicable fees for Maintenance Pack under this Agreement Syncro shall provide maintenance and support services in accordance with its standard maintenance and support terms for such services. Syncro technical support policies are posted on Oxygen XML's website ([www.oxygenxml.com](http://www.oxygenxml.com)) and Syncro reserves the right to amend and modify its technical support policies from time to time, in its sole discretion.
2. At any time prior to the expiration of your Maintenance Pack and fourteen (14) days after, you may purchase a renewal of your Maintenance Pack. This additional Maintenance Pack will extend the availability of your current Maintenance Pack for a period of time beginning with the date when your Maintenance Pack expires. If you do not purchase any additional Maintenance Pack, you will lose the right to technical support and Software updates and upgrades as of the date your current Maintenance Pack expires. However, you will not lose the right to use the Software or the technical support, updates and upgrades provided free by Syncro.
3. For customers that purchase or already own multiple licenses, a Maintenance Pack must be purchased for each license.
4. If you licensed Software on a subscription basis, Maintenance Pack is included in the applicable subscription fee. When your subscription ends, Maintenance Pack will also be terminated.
5. Technical support incidents can be submitted via e-mail or by phone. Syncro will use its best efforts to provide you with technical support within forty-eight (48) business hours of your request. Please check our website to find our latest contact information.
6. The latest information is provided on the web site at: <http://www.oxygenxml.com>. Please refer to our web site for additional information regarding Maintenance Pack (prices, online purchase, etc.).

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1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYNCRO OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SYNCRO OR ANY SUPPLIER, AND EVEN IF SYNCRO OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SYNCRO ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S.\$5.00. 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, Syncro's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. The disclaimer and limited liability above are fundamental to this Agreement between Syncro and you.

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12. TERMINATION

1. This Agreement will terminate at the end of Trial Period unless You purchase an ongoing license by paying the license fee. If the Software is licensed on subscription basis, this Agreement will automatically terminate upon the termination of your subscription period. You may terminate the Agreement at any time by destroying all copies of the Software. Syncro may terminate the Agreement and license granted herein immediately if you breach any provision of this

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14. EXPORT REGULATIONS

1. You acknowledge that the Software may be subject to export restrictions of various countries. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Software, in the United States and in any foreign jurisdiction in which the Software is used. Without limiting the foregoing, the Software may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

15. GENERAL

1. Syncro makes efforts to provide updates or new versions of the Software, but Syncro reserves the right at any time not to release updates or new versions of the Software or, if released, to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
2. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.
3. This Agreement will be governed by and construed in accordance with the laws of England and Wales. In the event of any disputes arising out of the interpretation or performance of this Agreement, the parties shall endeavor to settle the matter out of court prior to any court action. If no agreement can be reached to settle a dispute concerning the interpretation or performance of this Agreement, the competent courts of England and Wales shall have exclusive jurisdiction. Service of process upon either party shall be valid if served by registered or certified mail, return receipt requested and to the most current address provided by such party. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
4. You may not assign this Agreement in whole or in part, without Syncro prior written consent. Any attempt by You to assign this Agreement without such consent will be null and void.
5. This Agreement constitutes the entire agreement between Syncro and You related to the Software and supersedes any and all previous and contemporaneous understandings or agreements

between the parties with respect to the same subject matter. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement shall add to or vary the terms and conditions of this Agreement unless executed by both Syncro and You. Syncro's acceptance of any purchase order placed by You is expressly made conditional on your assent to the terms set forth in this Agreement, and not those contained in your purchase order, and such purchase order terms shall have no effect on this Agreement. All questions concerning this Agreement shall be directed to support@oxygenxml.com

1. Amendment to Oxygen XML Editor License Agreement - Oxygen XML Scripting License

1. Section 1 of the Agreement ("Definition") shall be amended by:

- a. deleting and replacing the "Software" definition as follows: "Software" means a specific part of the executable code of Oxygen XML Editor, designed to provide certain functionality and to be run by a command-line interpreter as further identified in the associated License Key.
- b. adding a new definition for "Active Process" as follows: "Active Process" means an instance of the Software that has been loaded into a computer's memory and is running.
- c. adding a new definition for "Server" as follows: "Server" means a single logical computer (can be a physical hardware or a virtual machine) which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by You.
- d. adding a new definition for "Core" as follows: "Core" means an physical or virtual processor within a computer's central processing unit (CPU) that receives and executes commands. For a physical computer having a multi-processor CPU, the number of Cores is equal to the number of physical processors in the CPU. Each such physical processor shall be considered a single Core for purposes of this Agreement regardless of whether it is being utilized with technologies such as hyper-threading or similar technologies to make multiple logical cores or logical CPUs visible to the operating system.
- e. adding a new definition for "Order Form" as follows: "Order Form" means an ordering document executed by You and Syncro, which describes the Software to be provided to You. Order Forms that reference this Agreement shall be deemed a part of this Agreement."

2. Section 2 of the Agreement ("License Grants") is deleted in its entirety and replaced with the following:

1. Upon your payment of the license fee and subject to the terms and conditions contained herein, Syncro or its authorized reseller provides you with a License Key and grants you a limited, non-exclusive, non-transferable license to:
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  - b. copy the Software in machine-readable form solely for backup purposes. In addition to the rights specified above in section 2.1, You shall be entitled to use the licensed

Software by an additional Process that mirrors or duplicates the licensed Process, solely for the purpose of testing internally of the Software output or for backup purposes.

2. **Process-Based Licenses:** If, per Your Order Form, You purchased a license for a Software that is limited to a certain number of Active Processes (a "Process-Based License"), the number of Active Processes may not exceed the total number of Active Processes identified on Your Order Form.
3. **Core-Based Licenses:** If, per Your Order Form, You purchased a license for a Software that is limited to a number of Cores made available to each installation of such license (a "Core-Based License"), the total number of such Cores shall not exceed the permitted number of Cores identified on Your Order Form.
1. **IMPORTANT:** This is an Addendum to Oxygen XML Editor End User License Agreement (the "Agreement"), and the terms and conditions of this Addendum are incorporated therein. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement. In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply.