Saxon-JS Enterprise Services
Product Definition and Licensing Terms

1. Introduction

This document defines the Service known as Saxon-JS Enterprise Services. The services available include access to software and documentation, and the document therefore includes the licensing terms and conditions applying to the use of this software and documentation.

"Saxonica" or "We" means Saxonica Limited, a Company registered in England and Wales with its registered office located at Chiltern Chambers, St Peter's Avenue, Reading, United Kingdom RG4 7DH.

"You" means any individual or legal entity exercising rights or purporting to exercise rights under, and complying with all of the terms of, this Agreement (the "Agreement"). For legal entities, "You" includes any entity that controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, directly or indirectly, to control the direction or management of such entity, whether by contract or otherwise, and/or (b) ownership of fifty percent (50%) or more of the issued share capital or beneficial ownership of such entity.

When You subscribe to the service, you must provide contact details for a named individual, and all service requests must be channelled through that individual. You may nominate a different contact at any time.

The Service is provided on payment of an annual subscription. We will invoice for payment of this subscription at least 30 days before renewal is due, and all your rights terminate if payment is not received on or before the renewal date. If you allow your subscription to lapse and subsequently decide to renew, then unless 12 months have elapsed you must pay the full annual subscription from the original renewal date.

2. Service Definition

The service includes the following components:

Support: We will give You and other subscribers priority when allocating support resources, and will use our best endeavours to respond promptly and accurately to all enquiries and to assist in resolving any problems. Target response time for an initial assessment is one working day; the initial assessment will include an estimate of the time needed for a full resolution.

"Support" here means answering technical questions about the product, and assistance with solving problems including performance problems. It does not include giving advice on application design choices, nor detailed performance investigations except in cases where the software itself is showing anomalous behaviour. If you are having problems getting the software to work with third-party products, or to run in environments that we have not explicitly tested, then we will give what help we can, but this will be limited by our own knowledge and experience of the technologies in question, and in general we will not be able to investigate the problem if it involves installing or acquiring third-party products.

Maintenance: When product defects are identified, we will use our best endeavours to provide you with a maintenance release correcting the problem in a timely manner, and in doing so, to be responsive to the urgency of the problem. Where no satisfactory workaround to a problem is

available we will aim to deliver a maintenance release within six weeks of identifying a fix; if the problem has security implications this reduces to one week.

Consultation: As a subscriber, we will endeavour to solicit your views when planning product enhancements and we will give you the opportunity to participate in discussions concerning requirements for new product features.

Saxon-JS Source Code: We provide you with access to a repository containing the latest source code of the Saxon-JS product, together with all information and tools needed to enable you to rebuild the product and run tests. Product fixes will be uploaded to this repository as soon as they become available. Your use of this material is subject to the licensing terms defined in Schedule A.

A number of third party tools are needed to build the product: notably the Closure compiler. Your use of these tools is subject to the terms and conditions imposed by the respective third parties. Currently all these tools are available free of charge but we cannot guarantee that this will always remain true in the future. Saxonica reserves the right to substitute different tools if necessary in future.

A single license for Saxon Enterprise Edition (Saxon-EE): The usage of this license is subject to separate Terms and Conditions available at http://www.saxonica.com/license/paid-license.html

Additional tools and utilities: From time to time we intend to make available, to subscribers only, additional tools and utilities designed to add value to the Saxon-JS product. Initial offerings in this category include tools for debugging and analysing the performance of user-written stylesheets, and for extending the functionality of the product with additional function libraries, including implementations of function libraries that have been informally standardized by the XSLT user community. Unless stated otherwise (which may be the case, for example, if such tools and utilities are subject to third-party licenses), your use of these tools and utilities is subject to the licensing terms defined in Schedule A.

SCHEDULE A

Terms and Conditions

All software that we provide as part of this service is subject to the terms and conditions defined in this section. This does not affect your right to use software including without limitation the standard released Saxon-JS product under the terms and conditions that are available to non-subscribers.

In fulfilment of your order to subscribe to the Saxon-JS Enterprise Service, and your agreement to pay the subscription for this service, Saxonica grants to You a non-exclusive and non-transferable license to use software and documentation provided for the benefit of subscribers to this service, subject to the following terms:

1. PARTIES

"Saxonica" or "We" means Saxonica Limited, a Company registered in England and Wales with its registered office located at Chiltern Chambers, St Peter's Avenue, Reading, United Kingdom RG4 7DH.

"You" means any individual or legal entity exercising rights or purporting to exercise rights under, and complying with all of the terms of, this Agreement (the "Agreement"). For legal entities, "You"

includes any entity that controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, directly or indirectly, to control the direction or management of such entity, whether by contract or otherwise, and/or (b) ownership of fifty percent (50%) or more of the issued share capital or beneficial ownership of such entity.

"Subscriber" means You, if You have purchased a subscription to the Saxon-JS Enterprise Subscription and Your subscription has not been cancelled and You have paid any invoices that have become due.

2. DEFINITIONS

"Software" means source code, executable code, data files, and documentation made available by Saxonica specifically to Subscribers, either by publishing such materials in the repository to which subscribers are given access, or otherwise.

"Computer" means an assembly of hardware and software resources.

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iii.   install the Software on a web site in such a way that it can be downloaded for execution within any web browser as required to make effective use of that web site;

iv.   make one copy of the Software for archival purposes;

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You must:

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9. TERMINATION

If You fail to comply with the terms and conditions of this Agreement, Saxonica may terminate this Agreement and Your right and license to use the Software. You may terminate this Agreement at any time by notifying Saxonica. Upon the termination of this Agreement for any reason You must delete the Software and all Saxonica-supplied credentials from Your computer and archives.

YOU AGREE THAT UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, SAXONICA MAY TAKE ACTIONS SO THAT THE SOFTWARE NO LONGER OPERATES.

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11. GENERAL

Saxonica reserves the right at any time to cease the distribution or support of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

This Agreement constitutes the entire agreement between the parties concerning Your use of the Software, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to the Software. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both You and Saxonica.

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

Titles are inserted for convenience only and shall not affect in any way the meaning or Interpretation of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

Either Saxonica or You may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

This Agreement will be governed by the laws of England. Any disputes arising in relation to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.