

Altova MobileTogether Designer End User License Agreement (EULA)

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ALTOVA MOBILETOGETHER DESIGNER END-USER LICENSE AGREEMENT

Licensor:

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A-1010 Wien
Austria

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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.

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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: 2018.09.28