

## **Altova MobileTogether Mobile App End User License Agreement (EULA)**

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### **ALTOVA MOBILETOGETHER MOBILE APP END-USER LICENSE AGREEMENT**

Licensor:

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

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#### **4. SUPPORT AND MAINTENANCE**

Altova offers "Support & Maintenance Package(s)" ("SMP") for the Software only if you have obtained a valid license for MobileTogether Server, which may be obtained from Altova at <https://www.altova.com>. The Support Period shall coincide with the MobileTogether Server Software license term. The terms of SMP are set forth in the Altova MobileTogether Server Software License Agreement located at <https://www.altova.com/legal/server-software-eula>.

#### **5. SOFTWARE ACTIVATION, UPDATES AND LICENSE METERING**

(a) License Metering. The Software is designed to communicate with the Altova MobileTogether Server Software which in turn communicates with a separate License Server that is designed to monitor license compliance in your network. You permit Altova to use your network for license compliance monitoring and metering and to generate compliance reports that are communicated to Altova from time to time. The License Server must be used in connection with the Altova MobileTogether Server Software and will not function if it cannot communicate with the License Server.

(b) Copyright Protection. You agree that efforts to circumvent or disable Altova's copyright protection mechanisms or communications between the Altova MobileTogether Server Software and the License Server violate 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.

(c) 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.

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(e) Notice to European Users. Please note that the information as described in paragraph 5(d) above may be transferred outside of the European Economic Area, for purposes of processing, analysis, and review, by Altova, Inc., a company located in Beverly, Massachusetts, U.S.A., or its subsidiaries or Altova's subsidiaries or divisions, or authorized partners, located worldwide. You are advised that the United States uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. You are further advised that the Council of the European Union has found that this model does not provide "adequate" privacy protections as contemplated by Article 25 of the European Union's Data Directive. (Directive 95/46/EC, 1995 O.J. (L 281) 31). Article 26 of the European Union's Data Directive allows for transfer of personal data from the European Union to a third country if the individual has unambiguously given his consent to the transfer of personal information, regardless of the third country's level of protection. By agreeing to this Agreement, you consent to the transfer of all such information to the United States and the processing of that information as described in this Agreement and the Privacy Policy.

## **6. TERM AND TERMINATION**

This Agreement may be terminated (a) by your giving Altova written notice of termination; or (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. . The terms and conditions set forth in Sections 1(c), 1(d), 1(e), 1(l), 2, 3, 5, 7, 8, and 9 survive termination as applicable.

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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), 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.

## **9. THIRD PARTY SOFTWARE**

The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at our Website at <https://www.altova.com/legal/3rdparty> and are made a part of and incorporated by reference into this Agreement. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

## **10. 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.

## **11. 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

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