

Altova MobileTogether Designer End User License Agreement (EULA)

THIS IS A LEGAL DOCUMENT -- RETAIN FOR YOUR RECORDS

ALTOVA MOBILETOGETHER DESIGNER END-USER LICENSE AGREEMENT

Licensors:

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

Important - Read Carefully. Notice to User:

This End User 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 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 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://altova.com/legal> and a copy of the Privacy Policy may be found at <https://altova.com/privacy>.

1. SOFTWARE LICENSE

(a) License Grant.

- (i) 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 on one compatible personal computer or workstation.
- (ii) You may not use the Software to develop and distribute other software programs that directly compete with any Altova software or service without prior written permission. Altova reserves all other rights in and to the Software.

(b) AppStore Apps.

- (i) The AppStore App feature in the Software enables users to generate source code. Your license to install and use a copy of the Software as provided herein permits you to generate source code based on (i) Altova Library modules that are included in the Software (such generated code hereinafter referred to as the “Restricted Source Code”) and (ii) schemas or mappings that you create or provide (such code as may be generated from your schema or mapping source materials hereinafter referred to as the “Unrestricted Source Code”). In addition to the rights granted herein, Altova grants you a non-exclusive, non-transferable, limited license to compile the complete generated code (comprised of the combination of the

Restricted Source Code and the Unrestricted Source Code) into executable object code form, and to use, copy, distribute or license that executable. You may not distribute or redistribute, sublicense, sell, or transfer the Restricted Source Code to a third-party in the un-compiled form. Notwithstanding anything to the contrary herein, you may not distribute, incorporate or combine with other software, or otherwise use the Altova Library modules or Restricted Source Code, or any Altova intellectual property embodied in or associated with the Altova Library modules or Restricted Source Code, in any manner that would subject the Restricted Source Code to the terms of a copyleft, free software or open source license that would require the Restricted Source Code or Altova Library modules source code to be disclosed in source code form. Notwithstanding anything to the contrary herein, you may not use the Software to develop and distribute other software programs that directly compete with any Altova software or service without prior written permission. Altova reserves all other rights in and to the Software.

(ii) In the event Restricted Source Code is incorporated into executable object code form, you will include the following statement in (1) introductory splash screens, or if none, within one or more screens readily accessible by the end-user, and (2) in the electronic and/or hard copy documentation: “Portions of this program were developed using Altova® MobileTogether and includes libraries owned by Altova GmbH, Copyright © 2007-2024 Altova GmbH (www.altova.com).”

(iii) You agree not to use the Software to create an AppStore App for any unlawful or illegal activity, nor to develop any AppStore App that would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act. You agree that, to the best of your knowledge and belief, your AppStore App will not violate, misappropriate, or infringe any Altova or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g. musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in your AppStore App). Further, you agree not to use the Software to create any AppStore App or other software program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, content protection, verification or authentication mechanisms implemented in or by the Software or by other third party software, services or technology, or enable others to do so, unless otherwise permitted by the Altova in writing. AppStore Apps must not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, trojan horses, “backdoors”) and may not use any Software in a way that could damage, destroy, or adversely affect Altova software or services, or any other software, firmware, hardware, data, systems, services, or networks.

(iv) You agree that you are solely responsible for any data, content, or resources that you create, transmit or display through the AppStore App, and for the consequences of your actions.

(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.

(d) Title. Title to the Software is not transferred to you. Ownership of all copies of the Software and of copies made by you is vested in Altova, subject to the rights of use granted to you in this Agreement. As between you and Altova, documents, files, stylesheets, generated program code (including the Unrestricted Source Code), schemas that are authored or created by you via your utilization of the Software, and AppStore Apps, in accordance with its Documentation and the

terms of this Agreement, are your property. “AppStore Apps” means the app authored or created by you via your utilization of the “create AppStore App” option in Altova MobileTogether Designer and connected to the Altova MobileTogether Server.

(e) 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.

(f) Other Restrictions. You may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of the Software to third parties except as otherwise expressly provided. You may not copy the Software except as expressly set forth herein, and any copies that you are permitted to make pursuant to this Agreement must contain the same copyright, patent and other intellectual property markings that appear on or in the Software. You may not modify, adapt or translate the Software. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Software; knowingly take any action that would cause the Software to be placed in the public domain; or use the Software in any computer environment not specified in this Agreement. You may not permit any use of or access to the Software by any third party in connection with a commercial service offering, such as for a cloud-based or web-based SaaS offering.

You will comply with applicable law and Altova’s instructions regarding the use of the Software. You agree to notify your employees and agents who may have access to the Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

(g) NO GUARANTEE. THE SOFTWARE IS NEITHER GUARANTEED NOR WARRANTED TO BE ERROR-FREE NOR SHALL ANY LIABILITY BE ASSUMED BY ALTOVA IN THIS RESPECT. NOTWITHSTANDING ANY SUPPORT FOR ANY TECHNICAL STANDARD, THE SOFTWARE IS NOT INTENDED FOR USE IN OR IN CONNECTION WITH, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT, MEDICAL DEVICES OR LIFE SUPPORT SYSTEMS, MEDICAL OR HEALTH CARE APPLICATIONS, OR OTHER APPLICATIONS WHERE THE FAILURE OF THE SOFTWARE OR ERRORS IN DATA PROCESSING COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL DEFEND, INDEMNIFY AND HOLD ALTOVA, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY THIRD PARTY CLAIMS, DEMANDS, OR SUITS THAT

ARE BASED UPON THE ACCURACY AND ADEQUACY OF THE SOFTWARE IN YOUR USE OR ANY DATA GENERATED BY THE SOFTWARE IN YOUR USE.

2. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the Software and any copies that you are authorized by Altova to make are the intellectual property of and are owned by Altova and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Altova and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that Altova retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Software, and that Altova's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Software and all accompanying printed materials. You will take no actions which adversely affect Altova's intellectual property rights in the Software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Software, and such use of any trademark does not give you any right of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software. Notifications of claimed copyright infringement should be sent to Altova's copyright agent as further provided on the Altova Web Site.

3. LIMITED WARRANTY AND LIMITATION OF LIABILITY

(a) Limited Warranty and Customer Remedies. YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED TO YOU **"AS-IS" WITH NO WARRANTIES FOR USE OR PERFORMANCE**, AND ALTOVA DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR THE SOFTWARE, BUT IT MAY BE LIMITED, ALTOVA'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (USD \$50) IN TOTAL.

(b) No Other Warranties and Disclaimer. THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR ALTOVA OR ITS SUPPLIER'S BREACH OF WARRANTY. ALTOVA AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ALTOVA AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTOVA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

(c) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ALTOVA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ALTOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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, Altova'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 Altova and you.

(d) Waiver and Indemnity. BY USING THE SOFTWARE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO SAVE AND PROTECT, HOLD HARMLESS, INDEMNIFY AND DEFEND ALTOVA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, LOSS DAMAGE OR COST AND EXPENSE ARISING FROM, ALLEGEDLY ARISING FROM, OR RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACTS OF THE LICENSEE OR ANY OF ITS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS DONE IN THE PERFORMANCE, OPERATION, OR USE OF THE SOFTWARE, OR ANY ACT DONE UNDER PRETENDED AUTHORITY OF THIS LICENSE. THIS AGREEMENT TO INDEMNIFY AND HOLD ALTOVA HARMLESS SHALL INCLUDE ANY COSTS INCURRED BY ALTOVA IN DEFENDING ANY ACTION INVOLVING AN ACT BY THE LICENSEE OR ANY OF ITS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS, AND SHALL INCLUDE ANY ATTORNEY'S FEES INCURRED BY ALTOVA.

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://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://altova.com/legal/server-software-eula>.

5. SOFTWARE ACTIVATION AND UPDATES

(a) License Metering. The Software includes a built-in license metering module that is designed to assist you with monitoring license compliance in small local networks. The metering module attempts to communicate with other machines on your local area network. You permit Altova to use your internal network for license monitoring for this purpose. This license metering module may be used to assist with your license compliance but should not be the sole method. Should your firewall settings block said communications, you must deploy an accurate means of monitoring usage by the end user and preventing users from using the Software more than the Permitted Number.

(b) License Compliance Monitoring. You are required to utilize a process or tool to ensure that the Permitted Number is not exceeded. Without prejudice or waiver of any potential violations of the Agreement, Altova may provide you with additional compliance tools should you be

unable to accurately account for license usage within your organization. If provided with such a tool by Altova, you (a) are required to use it in order to comply with the terms of this Agreement and (b) permit Altova to use your internal network for license monitoring and metering and to generate compliance reports that are communicated to Altova from time to time..

(c) Software Activation. The Software may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use, or update to an Altova-operated license server and validating the authenticity of the license-related data in order to protect Altova against unlicensed or illegal use of the Software and to improve customer service. Activation is based on the exchange of license related data between your computer and the Altova license server. You agree that Altova may use these measures and you agree to follow any applicable requirements. You further agree that use of license files that are not or were not generated by Altova and lawfully obtained from Altova, or an authorized reseller as part of an effort to activate or use the Software violates Altova's intellectual property rights as well as the terms of this Agreement. You agree that efforts to circumvent or disable Altova's copyright protection mechanisms or 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.

(d) LiveUpdate. Altova provides a new LiveUpdate notification service to you, which is free of charge. Altova may use your internal network and Internet connection for the purpose of transmitting license-related data to an Altova-operated LiveUpdate server to validate your license at appropriate intervals and determine if there is any update available for you.

(e) Use of Data. The terms and conditions of the Privacy Policy are set out in full at <https://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.

(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.

6. TERM AND TERMINATION

This Agreement may be terminated (a) by your giving Altova written notice of termination; or (b) by Altova, at any time without prior notice. 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(c), 1(d), 1(e), 1(l), 2, 3, 5, 7, 8, and 9 survive termination as applicable.

7. RESTRICTED RIGHTS NOTICE AND EXPORT RESTRICTIONS

The Software was developed entirely at private expense and is commercial computer software provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the U.S. Government or a U.S. Government contractor or subcontractor is subject to the restrictions set forth in this Agreement and as provided in FAR 12.211 and 12.212 (48 C.F.R. §12.211 and 12.212) or DFARS 227. 7202 (48 C.F.R. §227-7202) as applicable. Consistent with the above as applicable, Commercial Computer Software and Commercial Computer Documentation licensed to U.S. government end users only as commercial items and only with those rights as are granted to all other end users under the terms and conditions set forth in this Agreement. Manufacturer is Altova GmbH, Rudolfspatz, 13a/9, A-1010 Vienna, Austria/EU. You may not use or otherwise export or re-export the Software or Documentation except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software or Documentation may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

8. U.S. GOVERNMENT ENTITIES

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. OPEN SOURCE SOFTWARE

The Software may contain open source software (OSS) and said OSS is re-distributed under the terms of the applicable OSS license. A current list of OSS components which may be used by one or more versions of the Software can be found at <https://www.altova.com/legal/3rdparty>. Whenever notices (such as acknowledgment, posting of the applicable OSS license, or attribution notice) are required by the original licensor, such notices are included in the documentation, on the Altova website, or as part of a txt file within the Software itself. The Software does not incorporate OSS that would require the disclosure of the Software source code or require that the Software enter the public domain.

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 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: 2024.11.12