

Altova MobileTogether Mobile App End User License Agreement (EULA)

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ALTOVA MOBILETOGETHER MOBILE APP END-USER LICENSE AGREEMENT

Licensor:

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(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://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) **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.

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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

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Last updated: 2024.11.12