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EULA

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- (c) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
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- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Licensee (being a company); or
- (f) the holder of a qualifying floating charge over the assets of the Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (g) a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee; or
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- 2) the cost of such repair or replacement; and

(ii) in the case of Maintenance;

- 1) resupply of the Maintenance; or
- 2) the cost of having the Maintenance supplied again; or

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 - (d) any modification not authorized by Licensor resulting in a departure from this EULA;
- or
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This EULA may not be amended except with the written and specified agreement of the Licensor whose consent may be withheld at its complete discretion without any requirement to provide reasons.

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The Licensee may assign this EULA to:

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- (ii) if the Licensee is a supplier to a government agency; provided, however, that in each case,
 - (a) the Licensor is notified in writing within ninety (90) days of such assignment,
 - (b) the assignee agrees to be bound by the terms and conditions contained in this EULA and
 - (c) upon such assignment the assignee makes no further use of the Software licensed under this EULA.

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19.1 Governing Law and Venue

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19.2 Exception from Jurisdiction.

Notwithstanding the foregoing, the parties reserve the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an arbitration award, or other order of similar import, including obtaining full payment of all fees and costs under this Agreement from any court of competent jurisdiction (e.g. local courts at the Licensee's place of residence) prior to, during, or after commencement or prosecution of any other court or arbitration proceedings or the final decision and award of the arbitrators.

19.3 Exclusion of UN Convention

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this EULA.

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20.3

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Xblend : Rua do Mar Vermelho nº 2 Fracção 2.3, 1990-152 Lisboa

E-mail: mail@xpan-d-it.com

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22.1

If the Licensor fails, at any time during the term of this EULA, to insist upon the strict performance of any of the Licensee’s obligations under this EULA, or if the Licensor fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

22.2

A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

22.3

No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Licensee in writing.

23. SEVERABILITY

23.1

If any provision of the EULA (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the parties.

24. NO PARTNERSHIP

Nothing in the EULA is intended to, or shall be deemed to, establish any agency, partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

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In this EULA, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) the headings in this EULA are inserted for convenience only and shall not affect its construction;

(d) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

(e) a reference to one gender includes a reference to the other gender;

(f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) a reference to writing or written includes faxes, e-mails, communications via websites and comparable means of communication.

26. SURVIVAL

Clauses 1, 2, 3, 4, 4.1, 5.1, 5.2, 5.4, 6, 9, 10, 11, 12, 19, 20, 21 and 25 shall survive any termination of this EULA.