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- b) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay (its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts; or
- 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
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Licensee with one or more other companies or the solvent reconstruction of the Licensee; or
- 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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and loss of profits duly demonstrated and predicted under the liability limited and assumed in this Agreement. exceed the amount of 100€.
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The Licensee agrees to execute the Data Processing Addendum.

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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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This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Portugal and any legal action or proceeding arising out of it will be brought exclusively in the Tribunal da Comarca de Lisboa and each party irrevocably submits to the jurisdiction and venue of that court.

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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, 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.

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

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

E-mail: mail@xblend.com

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20.1

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20.2

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

20.3

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.

21. SEVERABILITY

21.1

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.

21.2

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
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give effect to the commercial intention of the parties.

22. NO PARTNERSHIP

Nothing in the EULA is intended to, or shall be deemed to, establish any
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party the agent of another party, nor authorize any party to make or enter into
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● (b) a reference to a party includes its personal representatives,
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● (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.

24. SURVIVAL

Clauses 1, 2, 3, 3.1, 4.1, 4.2, 4.4, 5, 8, 9, 11, 12, 19, 20, 21, 23 shall survive
any termination of this EULA.