



xpand it

EULA

End-User License Agreement

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Xpand IT: Rua do Mar Vermelho n^o 2 Fracção 2.3, 1990-152 Lisboa

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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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- (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.

Change History

Version	Review date	Comments

