

End-User License Agreement

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11.1 Cloud Products Disclaimer of Warranties

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- (d) any modification not authorized by Licensor resulting in a departure from this EULA; or

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Notwithstanding anything in this Agreement and except for liabilities arising from (i) the indemnity obligations under Clause 12 (indemnity), (ii) the gross negligence or willful misconduct of a party, or (iii) the breach of a party's obligations under Clause 5 (IP), in no event shall (a) the Licensor or its third-party suppliers be liable with respect to any subject matter of this Agreement under any contract; tort including negligence or strict liability; indemnity or other legal, contractual or equitable theory for any indirect, special, punitive, incidental or consequential damages, however caused and whether or not advised in advance of the possibility of such damages; damages for lost profits or lost data; or cost of procurement of substitute goods, technology or services; or (b) the Licensor's aggregate liability arising under, with respect to, or in connection with this Agreement exceed three times the Fees actually paid by the Licensee for the Software.

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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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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.

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.

20. Entire Agreement

20.1

This EULA (and any addendum or amendment to this EULA which is included with the Software) is the entire agreement between the Licensee and the Licensor relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

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Each party acknowledges that, in entering into this EULA (and the documents referred to in it), neither relies on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to this EULA or not) other than as expressly set out in this EULA or those documents.

20.3

Nothing in this clause shall limit or exclude any liability for fraud.

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Notice will be deemed received and properly served twenty-four (24) hours after an electronic communication (including e-mail) is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an electronic communication, that such e-mail was sent to the specified e-mail address of the addressee.

22. Waiver

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.

25. Rules of Interpretation

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, 18, 19, 20 and 24 shall survive any termination of this EULA.