

# EULA for Atlassian Plugins



End-User License Agreement for Smadoa Atlassian Plugins  
(icTime, icBiz, icFilters, icNavigator)

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Amendment Date: June 30, 2019

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## 13. ASSIGNMENT

Licensee may assign this EULA to: (i) succeeding parties in the case of a merger, acquisition or change of control; or (ii) if Licensee is a supplier to a government agency; provided, however, that in each case, (a) 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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### 15.1 Governing Law and Venue

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### 15.2 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 place of residence).

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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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18.1 If Licensor fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if 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.

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

18.3 No waiver by 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.

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19.1 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.

19.2 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.

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