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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(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 9 (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) 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) 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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12. NO SPYING ON CUSTOMERS

Licensor wil NOT collect information about its users to measure, analyze, and aggregate how its users interact with its products, such as usage patterns and characteristics of user base. Licensor collects NO such information. Licensee has reviewed and agrees to Licensor's Privacy Policy for Atlassian Plugins.

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.

Licensor may assign its rights and obligation under this EULA without consent of Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

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The export of the Software from the country of original Purchase may be subject to control or restriction by applicable local law. Licensee is solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed authorisation. Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

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15.1 Governing Law and Venue

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 the Republic of Iceland, and the Icelandic Courts shall be the competent courts of jurisdiction.

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).

15.3 Exclusion of UN Convention

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

16. ENTIRE AGREEMENT

16.1 This EULA (and any addendum or amendment to this EULA which is included with the Software) is the entire agreement between the Licensee and 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.

16.2 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.

16.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this EULA.

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

17. NOTICES

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Notice will be deemed received and properly served 24 hours after an electronic communication (including email) is sent, or three 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 communication was sent to the specified address of the addressee.

18. WAIVER

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.

19. SEVERABILITY

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.

20. 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 authorise any party to make or enter into any commitments for or on behalf of any other party.

21. 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.

22. SURVIVAL

Clauses 1, 5-10, 15-19, and 21 shall survive any termination of this EULA.