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End User License Agreement – EULA

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13. Final provisions

13.1. All agreements involving changes, amendments or a concretization of these licensing terms and any special warranties and / or guarantees of a certain condition and arrangements shall be laid down in written form.

13.2. In the event that any one or several of the provisions of this EULA are or become invalid, the validity of the remainder of the EULA shall remain unaffected thereby. If any provisions of the EULA are deemed to be void, ineffective or unenforceable, the Licensor has the right to replace such provisions, if possible, with valid, effective, and enforceable alternative provisions, the wording of which shall correspond to the initial intent of the Parties, however the other Party shall have the right to raise the objection in writing. In case of any doubts about the construction of the provisions of the EULA, it is agreed that the construction that is coherent with the Parties’ intentions and is not illogical and against the nature of other provisions hereof shall apply.
13.3. This EULA is governed by the laws of the Republic of Lithuania without giving effect to principles of conflict of laws.

13.4. Any dispute, disagreement or claim arising out of this EULA or related thereto, its violation, termination or validity shall be finally resolved by arbitration at the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The Arbitral Tribunal shall consist of one arbitrator. Should the Parties involved in the dispute fail to appoint an arbitrator, the arbitrator shall be appointed by the chairperson of the Vilnius Court of Commercial Arbitration. The arbitration hearings shall be held in Vilnius. The language of arbitration proceedings shall be English.

14. Confirmation of receipt of information

The Licensee is aware of the use of the present licensing terms by the Licensor. It had a reasonable opportunity to become familiar with the contents of the EULA.

Approved on: 2023-10-24.