

EULA

End user license agreement

All apps that have been downloaded installed or used from Atlassian Marketplace by yourself or the entity or the company you represent have the end user license agreement, or software license agreement. As this agreement provides you with the basis with reference to which GEC ("Vendor") license the Software for use, so please be sure to read it carefully. You submit the terms of agreement by downloading, installing or subscribing to the App. You submit the terms of agreement by downloading, installing or subscribing to the App, or indicating your assent otherwise. The fact you do not completely agree to all the terms of the Agreement suggests you will have no right to use the Software.

In the case this agreement is admitted for the convenience of another organization or your employer, you affirm your full authority to act for and bind the legal entity to this Agreement, concerning that the terms "you" and "your" will relate to that legal entity.

The End User License Agreement pertains to all App you or the entity or company that you represent have chosen to downloading, installing or using from Atlassian Marketplace if you accept all the terms therein.

All apps that have been downloaded installed or used from Atlassian Marketplace by yourself or the entity or the company you represent have the end user license agreement, or software license agreement.

1. Definitions

"Agreement" – refers to this End User License Agreement and applies to Apps spread through Atlassian Marketplace including any amendment to this agreement now and then.

"App" – means a software application developed and distributed by Vendor through Atlassian Marketplace.

"Atlassian" – means Atlassian Pty Ltd, an Australian enterprise software company, the owner and provider of Atlassian Marketplace and a reseller of Apps available through Atlassian Marketplace.

"Atlassian Marketplace" – means an online marketplace for server which is owned and operated by Atlassian and available at <https://marketplace.atlassian.com>.

"Access Credentials" – means Authorized Users' IDs and passwords demanded to access functionality of App (if any).

"Host Application" – means a software application developed by Atlassian.

"App Details Page" – means a section of Atlassian Marketplace dedicated to a particular App.

"Documentation" – means user manuals, support pages, information contained on App Details Page, other documentation related to App provided by Vendor in electronic or online form.

"Server App" – means downloadable App that you get from Vendor.

"Reseller" means Atlassian, Atlassian authorized resellers, through which you have obtained App from Atlassian Marketplace.

"Authorized User" – a person who has access to App and uses it. "Scope of Use" – means your authorized scope of use for App as specified in ordering documentation.

"Third-Party Services" – means software platforms, services, plug-ins, applications, and components developed and/or provided by Atlassian or by other Atlassian vendors and software developers.

2. License grant and ownership

Vendor makes ready for use software which are add-ons and plug-ins features to such Atlassian products as JIRA, Confluence, and JIRA Service Desk providing it through Atlassian online marketplace.

You get licensed app directly from Vendor, not sold, irrespective of the use of terms such as "purchase" or "sale". Vendor or its licensors own all right, title and interest.

Vendor allocates you a limited, worldwide, non-transferable, non-exclusive, non-assignable, non-sublicensable License, that can be revoked by Vendor, to use the Software in object code form only.

The License only permits you to use the Software as received after download and/or installment, in a single installation of Atlassian products such as JIRA, Confluence or JIRA Service Desk. No other usage of software is permitted without Vendor's authorization.

No other interest, right or title is granted except as expressly stated in this Agreement.

You guarantee that the App will only function if its license tier matches the tier of the Host Application.

3. Licence restrictions

According to Agreement, you may not:

- Attempt in any way to modify, reproduce or create a derivative work of the App.
- Use the App for competitive analysis or to develop competitive products.
- Intervene, upset or impede in any other way any license key mechanism in App, or attempt to circumvent mechanisms in App destined to limit your use.
- Sell, rent, lease, sub-license, encumber, assign, or otherwise transfer App or any rights or interest therein.
- Seek to obtain or derive the source code of the App, compiling any algorithms or ideas, unless it is permitted by law.
- Delete or obscure any proprietary notices such as but not only: copyright or labels in App, trademark, logo
- Have access or use App otherwise using the Access Credentials.
- Use the Software in benefit of any third party, unless it is not clearly allowed by Agreement.
- Use App in any manner not described herein.

4. Authorized users and permission to access

The access must be given only to Authorized User only considering the use according to the terms and conditions of Agreement. Authorized Users may be yours, your Affiliates' or other third parties acting on your behalf. Your customers may not be parties or third party beneficiaries in accordance with the Agreement.

You may give your customers limited access (free of charge) to certain Apps as Authorized Users, providing that:

- The purpose of your customers' access and use of your instance of App is exclusively to support their use of your own products and services that are unrelated to App.
- You have made an agreement with your customers and it requires them complying with the applicable terms of this Agreement.
- Customers may not receive administrator access to App, or a similar one.

All use of App by you and your Authorized Users must be within the Scope of Use and according to the Documentation. You are the one responsible for maintenance this Agreement by all Authorized Users.

If Access Credentials required You must make sure that all Authorized Users keep their Access Credentials for App confidential.

You are responsible for all activity that occurs through or under your Access Credentials and must inform Vendor if you got to know of any unauthorized use or loss of Access Credentials . You accept responsibility for the confidentiality and use of Access Credentials that you may receive for your Authorized Users' access to and use of App.

Notwithstanding anything to the contrary in this Agreement, Atlassian has no direct or indirect warranty, indemnity or other liability or obligations of any kind to all authorized users.

5. Third party software and services

You acknowledge that:

Any Third-Party Service usage and information will be governed by the applicable license agreements or terms of services, if any, with such third party. You shall accept responsibility and comply with the terms of these agreements.

Vendor is not responsible for the reliability or any third party services performance, and do not make warrant of any kind with respect to such third party services.

Vendor do not explore or review any Third-Party Services, and does not approve, disapprove or give any recommendation of them.

6. Advertising materials

You can be mentioned as Vendor's customer in promotional materials or at Vendor's website, as Vendor has such right.

7. Feedback

Vendor has the right to use, share, modify or communicate a feedback for any commercial and non-commercial purposes without charge and free of any obligation of attribution, in the case you choose to provide Vendor with such feedback or suggestions for Apps improvement.

You warrant that any such feedback will not be considered as your Confidential Information, as it is not subject to any license or any other third party right.

8. Privacy policy and confidentiality

All data and information collected by Vendor from you or your device, is considered as subject to its Privacy Policy.

You agree that according to this Agreement, Privacy Policy, as it exists at any relevant time, shall be applicable to you.

You are not required to provide Vendor with any confidential or non-public information of yours.

Each party confirms that all technical and financial information, code, inventions disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") is the confidential property of the Disclosing party ("Confidential Information"), on the condition that it is obviously identified as confidential at the moment of disclosure and is accepted by Receiving Party as such.

Any Confidential Information will be held by the Receiving Party, along with the non disclosure or usage in any other way.

9. Warranties

App is provided on an "as is" basis and with no warranty, express or implied.

You are solely responsible for the selection, installation and use of App to get your intended results. Vendor does not guarantee that App will meet your requirements and will be without errors and bugs or free from other failures.

10. Limitation of liability

In the case of any loss resulting from a force majeure, including but not limited to, the failure of communication lines, telephone, Internet, mechanical and electronic equipment and other interconnect problems, unauthorized access, theft or your errors, any of the parties shall not be liable for it.

All liabilities and obligations are disclaimed by Vendor with all respect to free Apps, including any indemnity obligations, warranty and maintenance.

11. Indemnifications

Herewith you guarantee that Vendor and its Affiliates, directors, employees, officers, agents, representatives should be held harmless from any damages, fees, liabilities, claims, and costs (also counting reasonable fees for legal counsel), relating to your use of App or arising from it, and/or your breach of Agreement or any third party's rights.

Vendor is admitted to hold harmless, defend and indemnify you, or your Affiliates, directors, employees, officers, agents, representatives from any claims, also concerning but not limiting, any liability or charges issued from all claims, actual and consequential damages, litigation costs, suits, and lawyer fees of any kind, as associated with or arising from any endangered or actual claim for infringement, misappropriation or breach of any intellectual property, without limitations including copyrights, trademarks, patents, trade secrets, service marks, by or based on App usage by you or your Affiliates.

12. Term and termination

On the date you download, install and start using the App, this Agreement shall come into force.

At any time, whether there is a reason or not, this Agreement may be terminated by you, or by Vendor. At any time Vendor may also terminate or suspend your use of App without any liability to you if:

- You breach any term of this Agreement.
- You offend against property rights.
- You offend in other actions relating to the App or its usage that may not be legal.
- It is required by law.

At any moment your rights to use Apps may be terminated by Vendor for any reason in their sole discretion, and with no liability to you.

13. Jurisdiction

The Agreement shall be construed in, applied and governed by according to the laws of the Republic of Belarus, with no regard to or application of choice of principles and rules of law.

You confirm that disputes and claims of any kind related to this Agreement will be resolved by a state court located in the Republic of Belarus.

The Vendor's right to take proceedings against you in any other court of competent jurisdiction shall not be limited or taken of proceedings in any one or more jurisdictions by anything of this Section, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

14. Modifications

At any time and its sole discretion Vendor has the right to:

- Modify or update Documentation.
- Update, make changes or discontinue App or any its feature and functionality.
- Revise or modify the Agreement.

It may be necessary for you to click through the updated Agreement to show your acceptance.

You shall immediately discontinue use of App after the Agreement becomes effective, and you do not agree with it.

Your continued use of App after a change or update has been made will constitute your acceptance to the amended Agreement.

15. Miscellaneous

This is the entire Agreement between you and Vendor relating to its subject matter. All prior or contemporaneous written or oral communications, warranties and representations are superseded by this Agreement. It prevails over any conflicting or additional terms of any quote, letter, order, acknowledgment, or other kinds of communication between the parties relating to its subject matter during the term of this Agreement.