

# Atlassian Apps - EULA

## End User License Agreement (EULA)

### Applicability of these Vendor Terms

By placing an Order for an App (a software application, plugin or extension) provided by Infosysta International Ltd reg. No 165978, a private limited company incorporated in Seychelles (the "Vendor" or "Licensor") on the Atlassian Marketplace (<https://marketplace.atlassian.com>) pursuant to the Atlassian Marketplace Terms of Use (<https://atlassian.com/licensing/marketplace/termsofuse>) you also agree to be bound by these Vendor Terms, which form a legally binding agreement between you (defined in Section 1.1 of the Atlassian Marketplace Terms of Use) and the Vendor. An Order can also be placed on your behalf by your Atlassian Solution Partner or Atlassian Reseller, in which case you are deemed to have authorised your Atlassian Solution Partner or Atlassian Reseller to place the Order. If you do not agree to all the terms of these Vendor Terms, you may not install or use the Apps.

Terms used but not defined in these Vendor Terms shall have the same meaning as defined in the Atlassian Marketplace Terms of Use, including the terms "you", "Order", "App" and "Vendor Terms" at the time of the last revision date of these Vendor Terms.

### The Apps and relationship with Atlassian

The Apps are designed to interoperate with products provided by Atlassian Pty Ltd (such as Jira<sup>TM</sup>, Confluence<sup>TM</sup> and/or Jira Service Management<sup>TM</sup>).

The Vendor is the licensor of the Apps and Atlassian is not a part of these Vendor Terms. Atlassian is, however, the Vendor's commercial agent for the Apps and authorised to collect payments on the Vendor's behalf as set out in the Atlassian Marketplace Terms of Use.

If you have engaged an Atlassian Solution Partner or Atlassian Reseller through which the Order is placed on your behalf, the Atlassian Solution Partner or Atlassian Reseller is normally charging you for the Apps and settles the relevant fee through Atlassian on your behalf.

The Apps are made available both as downloadable software Apps ("On-prem Apps") and as cloud software Apps ("Cloud Apps"). When Ordering a Cloud App you acknowledge and agree to that the Cloud App will be set-up/operated on the Vendor's cloud environment within the United Kingdom, currently hosted at Microsoft Azure Services, with an integration/connection to the relevant Atlassian Cloud Product.

### Limited license

#### *On-prem Apps – Limited License*

Subject to your Order of an On-prem App and compliance with these Vendor Terms, Licensor grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Ordered On-prem App only on hardware systems owned, leased or controlled by you. The On-prem App license is a perpetual license.

#### *DataCenter Apps – Limited License*

Subject to your Order of an On-prem App and compliance with these Vendor Terms, Licensor grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Ordered On-prem App only on hardware systems owned, leased or controlled by you. The DataCenter App license is a subscription-based license available for various terms (e.g. on a running annual basis)

#### *Cloud Apps – Limited License*

Subject to Licensee's Order of a Cloud App and compliance with these Vendor Terms, Licensor grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to use the Cloud App. The Cloud App license is a subscription-based license available for various terms (e.g. on a running monthly or annual basis).

#### *Apps – User Licenses and Fees*

You must ensure the maximum number of people who access and use the App ("Authorized User") concurrently is not in excess of the number of licenses Ordered and granted under these Vendor Terms to the Licensee to permit an Authorized User to use the App ("User License"), for which the necessary fees have been paid. You may Order additional User Licenses at any time on payment of the appropriate fees. The number of User Licenses granted to the Licensee is dependent on the fees paid by you.

If at any time Licensor, through the Atlassian Marketplace or otherwise, does not charge a fee for any App, Licensor will not be barred from charging a fee for that App or from changing the amount of any fee for an App in the future. You will be provided with a notice if Licensor starts charging a fee or changes the amount of a fee for an Ordered App.

#### *No modification, reverse engineering, etc.*

You undertake not to, and have no right to, modify, decompile, disassemble, reverse engineer or in any other way change or alter the App in whole or in part except to the extent permitted under compulsory law where you have such rights under compulsory law. You also undertake not to, and have no right to, create any derivative works from or sublicense any rights in the App, unless otherwise expressly authorized in writing by the Licensor. You will immediately provide Licensor with detailed information regarding any intended modification, decompilation, disassembling or reverse engineering prior to performing such action. You have no right to transfer, grant a sub-license to, rent, lease or lend or let any other than yourself, directly or indirectly, use or in any other way control the App.

### Intellectual Property Rights

Licensor owns and retains all title, ownership rights, copyrights and intellectual property rights in the Apps. These Vendor Terms do not imply that any rights (other than the non-exclusive limited license granted pursuant to these Vendor Terms) is transferred or granted to you.

## Third party Software

The Apps may contain or use software from third parties, including software licensed under open source licenses ("Third Party Software"). Additional obligations may apply to any use of Third Party Software outside of these Vendor Terms. You hereby acknowledge that you must consult the relevant third party to acquire any necessary licenses and consent in relation to your use of the Third Party Software. Licensor disclaims any liability in respect of such Third Party Software, including any use thereof.

## Data, Privacy and GDPR

Licensor has the right to access and use your data as set out in the Atlassian Marketplace Terms and Use, including for analytical purposes.

If you have Ordered a Cloud App you must also grant the Licensor the right and permission to access, process, store, distribute, export and adapt your data to the extent required for the proper performance and functionality of the Cloud App in the relevant cloud environment and interoperability with the relevant Atlassian Products, including the right to permit Licensor's hosting, connectivity and telecommunications service providers to do the same. You guarantee that your data that is being processed or otherwise used in or by a Cloud App and relevant cloud environments will not infringe the intellectual property rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law. You agree to indemnify, defend and hold Licensor harmless from any third party claims directed against Licensor or any of its affiliates, including its and their officers and employees, for any such infringement, breach or violation, including, for avoidance of doubt, any alleged infringement, breach or violation.

To the extent personal data relating to your company representatives or agents is being used by Licensor, Licensor's applicable Privacy Policy apply. The current Privacy Policy can be found [here](#).

## Promotional material

You grant Licensor the right to include your organisation as a customer in promotional material, including your organisation logo. Licensor shall further have the right to use reviews (e.g. a star rating) made by your organisation at the Atlassian Marketplace as set out in the Atlassian Marketplace Terms of Use. You can deny any of these rights at any time by submitting a written request via email to [legal@infosysta.com](mailto:legal@infosysta.com), requesting to be excluded from any further promotional material. Requests made after Ordering may take thirty (30) days to process.

## Support and maintenance and Updates

Licensor offers support and maintenance in respect of the Apps pursuant to Licensor's applicable Service Level Agreement (the "SLA"). The current SLA can be found [here](#). In respect of Cloud Apps, the subscription fee includes support and maintenance for the Cloud App pursuant to the SLA.

In respect of On-prem Apps you must purchase support and maintenance pursuant to the SLA from the Vendor through the Atlassian Marketplace. However, the fee for an On-prem App may, when Ordered, include support and maintenance for an initial term after which you must continue to purchase support and maintenance for additional terms. Without and valid SLA, the Vendor will have no obligation or liability to support, maintain or update the Ordered App.

If Licensor provides updates to an Ordered App, the terms and conditions of these Vendor Terms also applies to the updated version of the App. Licensor has, however, no obligation to update any App, and an App may be changed without notice to you.

## No warranty and exclusion of liability

You acknowledge and agree that the Apps and any related documentation are offered "as is" and "as available" and Licensor hereby disclaims all warranties, whether express or implied, including any implied warranties of non-infringement, fitness for a particular purpose or that the use of the Apps will be uninterrupted, error-free or completely secure. You are solely responsible for any damage to your devices or loss of data which may result by the use of the Apps.

Licensor does not have any liability in relation to the Apps, including for any indirect, consequential, special, punitive or other liability. To the extent the foregoing disclaimer is not enforceable at law for any reason, in no event will Licensor's aggregate liability to you under these Vendor Terms exceed the fee amount you paid for the App related to your claim.

## Confidentiality

The receiving party undertakes during the life of these Vendor Terms and for a period of three (3) years after its termination not to disclose to third parties confidential information received from the disclosing party under these Vendor Terms.

For the purpose of these Vendor Terms, confidential information shall mean any and all information, including but not limited to technical, practical and commercial information, which is expressly stated to be confidential by the party supplying it with exception of a) – d) below.

1. Information, which is known or which will become known in full detail to the public other than by breach of the obligations herein contained.
2. Information, which the receiving party can show was in its possession before receiving it from the disclosing party.
3. Information, which a party has received or will receive from a third party without restraints as to the disclosure thereof.
4. Information which a party is obligated to provide by law. In cases under c) the receiving party is however not entitled to reveal to third parties that the same information has been received from the disclosing party under these Vendor Terms. In cases under d) the disclosing party shall immediately inform the other party of such obligation and disclosure.

## Force Majeure

Neither party hereto shall be responsible or liable in any way for failure, delay or omission carrying out the terms of these Vendor Terms resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, fire, flood, other natural disasters, war, labor strike, interruption of transit, terrorist acts, accident, general interruptions of data- or telecommunication facilities, general and unforeseen computer virus attacks, explosions, civil commotion, and acts of any governmental authority, provided, that the party so affected shall give prompt notice thereof to the other.

No such failure, delay or omission shall terminate these Vendor Terms, and each party shall complete its obligations hereunder as promptly as reasonably practicable following cessation of the cause or circumstance of such failure or delay, provided, however, that if any of the above conditions continues to exist for more than three (3) months after the date of any notice given with regard thereto, either party may terminate these Vendor Terms forthwith upon written notice to the other party. In such case no party shall have any liability to the other party.

## **Refusal and Termination**

Licensor reserves the right, at its sole discretion, to exclude or otherwise limit the provision of any product or service, including access to or use of any of the Apps, to any person or entity, for any reason. Without prejudice to any other rights or remedies, Licensor may terminate these Vendor Terms with immediate effect if you fail to comply with the terms of these Vendor Terms, including the default in payment of relevant fees, or is otherwise in violation of the Atlassian Marketplace Terms of Use or any other applicable jurisdiction's Copyright Act regarding the Apps. Any such termination by Licensor shall be in addition to and without prejudice to such rights and remedies as may be available to Licensor, including injunctive and other equitable remedies.

Upon termination or expiry of these Vendor Terms all rights granted to you, including but not limited to the right to use the App, will immediately cease and you shall, in respect of On-prem Apps, promptly, and no later than 30 days after termination return or, if not possible, delete and destroy the Apps from the servers on which they are operated and all other systems and return all material, including the documentation, to Licensor or the third party it was obtained from. In respect of Cloud Apps, Licensor reserves the right to remove or delete the Apps.

Sections 3 (last paragraph), 4, 5, 9, 10, 12 and 14 shall survive the termination of these Vendor Terms.

## **Changes to these Vendor Terms**

The Vendor may modify these Vendor Terms at its sole discretion by posting the revised terms on the Atlassian Marketplace. You may be required to click to agree to the modified Vendor Terms in order to continue using an App, and in any event your continued use of an App after the effective date of the modifications constitutes your acceptance of the modified terms. For clarity, the version of these Vendor Terms in place at the time of your Order will apply for purposes of that Order. Except as provided in this Section 13, all changes or amendments to these Vendor Terms require the written agreement of you and the Vendor.

## **Governing law and dispute resolution**

These Vendor Terms are governed by the law of England and Wales without regard to its principles on conflicts of laws.

Any dispute, controversy or claim arising out of or in connection with these Vendor Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration Laws of England and Wales. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English.

The arbitration, the award and any documents or other information submitted to the arbitration tribunal shall be final and binding and shall be considered as confidential information pursuant to these Vendor Terms.

Notwithstanding the foregoing, the Vendor reserves the right to collect, or seek the collection, of any outstanding payment or debt in your jurisdiction with the use of available debt collection authorities, including local courts to which jurisdiction you hereby submit.