

APPFIRE END USER LICENSE AGREEMENT

Revision: 12-11-2020

Welcome to Appfire!

This End User License Agreement, including the Order Form which by this reference is incorporated herein and any other documents incorporated herein by reference below (hereafter "**EULA**"), is a binding agreement between Appfire Technologies, LLC, and its Affiliates ("**Appfire**", "**Licensor**" "**our**", "**we**", "**us**") and the person or entity identified on the Order Form as the licensee of the Product ("**Licensee**", "**you**", "**your**"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this EULA; (ii) you have read and understand this EULA; and (iii) you agree to this EULA on behalf of the party that you represent. If you don't have the legal authority to bind your employer or the applicable entity please do not click "I agree" (or similar button or checkbox) that is presented to you. **PLEASE NOTE THAT IF YOU SIGN UP FOR A CLOUD PRODUCT USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD "YOU" IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.**

We understand these types of documents can be overwhelming, but before you begin using any of the Products please carefully read and understand this EULA, our Privacy Policy, Product Specific Terms and any other policies we publish regarding the use of our Products. You are not licensed or authorized to use, and may not use, our Products unless you have accepted the terms of this EULA. Collectively, these materials contain terms, rules, and other guidelines related to your use of the Products.

This EULA governs (a) commercially available software products made available for download by or on behalf of Appfire and/or its Affiliates, whether licensed for a fee or made available at no charge as specified in an Order ("**Software**"); (b) any software functionality provided by us for access or use in a hosted or cloud-based environment made available by us or on our behalf as specified in an Order ("**Cloud Services**"); and (c) any support and maintenance services provided by us relating to the Software or Cloud Services. Software and Cloud Services, together with related Documentation, are referred to herein as "**Products**". In addition to this EULA, depending on the Products you order, you will need to agree to be bound by any guidelines, terms, and agreements which we make available which are applicable specifically to that Product ("**Product Specific Terms**"). The Product Specific Terms are incorporated herein by reference. If this EULA is inconsistent with the Product Specific Terms, those Product Specific Terms will control as to the specific Product, and this EULA will govern as to all other matters.

If you do not agree with the EULA, you are not authorized to use this Product.

1. Definitions

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When capitalized in this EULA, the following terms have the following meanings:

- **“Accessible Code”** means source code that is unprotected and intended by us to be accessible for use by you.
- **“Administrators”** has the meaning set forth in Section 3.
- **“Affiliates”** means any entity or person that Controls, is Controlled by or is under common Control with either Party, including without limitation, as to us, Beecom Products AG and Botron Software Solutions, Ltd.
- **“Atlassian Marketplace”** means the online marketplace that provides downloadable and cloud-based application Products available at: <https://marketplace.atlassian.com> or its successor.
- **“Authorized Reseller”** means a third party licensing or otherwise distributing the Products, who are authorized by Appfire to do so.
- **“Authorized User”** means a person who is legally authorized to access and use the Products under a User License and for whom you have paid the required License Fees. Authorized Users also include any Secondary Users that you permit to use the Products, subject to Section 2.
- **“Beta Versions”** has the meaning set forth in Section 4.
- **“Confidential Information”** has the meaning set forth in Section 10.
- **“Control”** means the possession, directly or indirectly, of at least 50% of the share capital or voting rights; or the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- **“Evaluation License”** has the meaning set forth in Section 4.
- **“Evaluation Period”** has the meaning set forth in Section 4.
- **“Feedback”** means comments, questions, ideas, suggestions or other feedback relating to the Products.
- **“License Fees”** mean all license fees paid by you and/or due from you to Appfire for the license to the Products, including without limitation, any fees for additional User Licenses.
- **“No-Charge Products”** has the meaning set out in Section 4.
- **“Maintenance”** means the provision by us to you of applicable Product updates and/or enhancements made generally available by us to applicable customers from time to time, and online technical support for the sole purpose of addressing technical issues relating to the use of the applicable Products as further set forth in Section 4 of this Agreement.
- **“Media”** means all images, icons, text files, pdfs or other static non-code assets contained within the Products.

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- **“Order”** has the meaning set forth in Section 3.
- **“Party”** or **“Parties”** means either Appfire, you or both, as applicable.
- **“Product-Specific Terms”** has the meaning ascribed in the preamble. By accessing or using a Product covered by the Product Specific Terms, you also agree to be bound by the Product Specific Terms.
- **“Revise”** has the meaning set out in Section 24.
- **“Secondary Users”** has the meaning set out in Section 2.
- **“Scope of Use”** has the meaning set out in Section 3.
- **“Software”** has the meaning set forth in the preamble. The term “Software” also includes computer software, Accessible Code, associated Media, printed materials, printed, online or electronic documentation, Internet-based services, and Third-Party Software, as well as all updates, upgrades, modifications, add-on components, and any Internet-based components, delivered by or on behalf of Appfire to Licensee, unless another license agreement is made specifically applicable to such works.
- **“Third-Party Software”** has the meaning set out in Section 5.
- **“User License”** means a license granted, subject to this EULA, by you to an Authorized User to use the Product(s). The number of User Licenses authorized to be granted by you is determined by the License Fees paid to us for the applicable Product.
- **“Your Data”** has the meaning set out in Section 9.

2. Account Registration

You may need to register on the Atlassian Marketplace at <https://marketplace.atlassian.com> in order to place orders or access and/or receive the Product. All activity by you on the Atlassian Marketplace will be governed by its Terms of Use, available at: <https://www.atlassian.com/licensing/marketplace/termsfuse>. Any registration information that you provide must be accurate, current and complete. You must also update your information so that we may send notices, statements and other information to you by email or through your account. You are solely responsible for any activity that occurs through your Atlassian Marketplace account in connection with the Products.

You may be able to use the Products without an Atlassian Marketplace account, for these such Products, you are solely responsible for any activity that occurs through your personal device in connection with the Products.

3. Orders

- (a) Your order through the Atlassian Marketplace, directly from us, or with an Authorized Reseller (**“Order”**) will specify your authorized scope of use for the Products, which may include: (a) the defined number of installations, the number of

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Authorized Users, the number of authorized servers, the number of unique data set platforms, and/or other defined resource utilization limitations, (b) storage or capacity (for Cloud Services), (c) numbers of licenses, copies or instances (for Software), or (d) other restrictions or billable unit calculations or limitations (all of the above, as applicable, the “**Scope of Use**”). An “**Order**” may also include or provide for any applicable Product, Maintenance, support services renewal, or purchases you make to increase or upgrade your Scope of Use. You may increase the number of Authorized Users permitted to access your instance of the Product by placing a new Order or, in some cases, directly through the Product.

- (b) Only Authorized Users may access and use the Products. Some Products may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User as indicated in the applicable Order and Product Specific Terms. You are responsible for compliance with this EULA by all Authorized Users, including what Authorized Users do with Your Data, and for all fees incurred by Authorized Users (or from adding Authorized Users). All use of Products must be solely for the benefit of you or your Affiliates (except as expressly permitted in Section 3(c) below) and must be within the Scope of Use.
- (c) Subject to the terms and conditions of this EULA, you may grant your own customers’ end users (“**Secondary Users**”) limited rights to use the Products solely so that they may view and interact with your own offerings that are enabled by the Product. You may not permit Secondary Users to use the Products for purposes unrelated to using your own offerings enabled by the Products or grant Secondary Users administrator, configuration or similar use of the Products. You may not charge Secondary Users a specific fee for use of the Products but you may charge an overall fee for your own offerings. You are responsible under Section 8 (Users Restrictions) for all Secondary Users as “Authorized Users” and are otherwise solely responsible for your own products, support offerings and secondary relationships. Notwithstanding anything to the contrary in this EULA, Appfire has no direct or indirect warranty, indemnity or other liability or obligations of any kind to Secondary Users.
- (d) Through certain applicable Cloud Services, you may be able to specify certain Authorized Users who will have important rights and controls over your use of Cloud Services and Authorized User accounts, (“**Administrators**”). This may include making Orders for Cloud Services or enabling additional applications (which may incur fees); creating, de-provisioning, monitoring or modifying Authorized User accounts, and setting Authorized User usage permissions; and managing access to Your Data by Authorized Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to your domain. Without limiting Section 8 (License Restrictions), which fully applies to Administrators, you are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree

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that our responsibilities do not extend to the internal management or administration of the Cloud Services for you. If you order Cloud Services through an Authorized Reseller, then you are responsible for determining whether the Authorized Reseller may serve as an Administrator and for any related rights or obligations in your applicable agreement with the Authorized Reseller. As between you and Appfire, you are solely responsible for any access by an Authorized User to your accounts or your other Authorized User accounts. Some Cloud Services require users to be designated by Administrators; some allow users to sign up for individual accounts which can become associated with teams or organizations at a later time; and some may allow users to invite other users. You are responsible for understanding the settings and controls for each Cloud Service you use and for controlling whom you allow to become an Authorized User. If payment is required for an Authorized User to use or access a Cloud Service, then we are only required to provide the Cloud Service to those Authorized User for whom you have paid the applicable fees, and only such Authorized User are permitted to access and use the Cloud Service.

4. Grant of License

- (a) This Section describes the rights you may receive in our products, how you will receive them, and some of the limitations to which they are subject. It's important for you to understand that the Products are licensed, not sold, and no ownership right is conveyed to you, irrespective of the use of terms in this EULA such as "purchase" or "sale". Except as set forth in this section, you do not have any rights to use our Products.
- (b) The license term and any Maintenance period will be indicated in the applicable Order. The license term and any applicable service periods will commence on the Order date (unless a different start date is designated in the Order) and expire on the expiration date indicated in your account. Unless earlier terminated in accordance with this EULA, each right to use Product will expire at the end of the applicable license term. Unless you have selected the "autorenewal" option in your account, any renewals must be mutually agreed upon by the Parties in writing. All renewals are subject to the applicable Product or Maintenance continuing to be offered and will be charged at the then-current rates.
- (c) As set forth in and subject to the Scope of Use and for the Product specified in your accepted Order and subject to your complete and ongoing compliance with this EULA, this EULA grants you the following rights:
 - **Software Standard Use.** For Software Standard Use Product licenses set forth in an Order, Appfire grants you a perpetual (subject to termination for breach), worldwide, non-exclusive, non-transferable (except to a purchaser of your business as set forth in Section 22), non-sub licensable license to install and use the applicable Software in object code only and limited to the Scope of Use as

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designated in your Order. Under a Software Standard Use license, you are permitted to make one (1) copy of the Product for data protection, archiving and backup purposes only and for no other purpose.

- **Data Center Use.** For Data Center Use Product licenses set forth in an Order, Appfire grants you a perpetual (subject to termination for breach), worldwide, non-exclusive, non-transferable (except to a purchaser of your business as set forth in Section 22), non-sub licensable license to install and use the applicable Software in object code only on a remote server in a data center owned by you or in which you have leased server capacity for use limited to the Scope of Use as designated in your Order. Under a Data Center User license, you are permitted to allow a third party to host the Product on your behalf, provided that (i) no other party is allowed to access or use the Product except for you or your Authorized Users and (ii) you are fully responsible for any act or omission by your host that results in a breach of this EULA or infringement of our intellectual property rights, whether or not you authorized the host to undertake such act or omission.
- **Cloud Services.** For Cloud Services Product licenses set forth in an Order, Appfire grants you a worldwide, non-exclusive, non-transferable (except to a purchaser of your business as set forth in Section 22), non-sublicensable term license to access and use of the Cloud Service limited to the Scope of Use as designated in your Order. The subscription term for the Cloud Services will be set forth in the applicable Order (or if none is set forth will be twelve (12) months from the date of the Order) and will be subject to automatic renewal for successive terms unless (i) either Atlassian or you notify the other of non-renewal at least thirty (30) days prior to the end of the then-current term, or (ii) we cease to make that particular Cloud Service generally available, provided that we provide you with such prior notice as is reasonably practicable for us. If you cancel your subscription to a Cloud Service, your license for that Cloud Service will terminate at the end of the then current billing cycle. If you cancel your subscription, you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination. You acknowledge that the Cloud Services are on-line, subscription-based products, hosted by or on behalf of Appfire, and that Appfire may make changes to the Cloud Services from time to time in its reasonable discretion.
- **No-Charge Products.** For No-Charge Product licenses set forth in an Order, Appfire grants you a time-limited, worldwide, non-exclusive, non-transferable (except to a purchaser of your business as set forth in section 22), non-sublicensable limited license for the Products expressly specified in the Order as no-charge , including accounts expressly identified in the Order as free, for trial use, for non-profit use under those Products that provide for free non-profit licensing, or for to Beta Versions as defined below ("**No-Charge Products**"). Your use of No-Charge Products is subject to any additional terms

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specified by us and is only permitted for the applicable period designated by us (or if no such period is designated, thirty (30) days). After the evaluation period has expired you must either (i) abide by the applicable Software Standard Use, Data Center Use, or Cloud Services licenses for the Product, or (ii) must remove and delete all copies of and/or cease access to any No-Charge Products in your possession. We may terminate your right to use No-Charge Products at any time and for any reason in our sole discretion without notice and without liability to you. You understand that any pre-release and beta products (“**Beta Versions**”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this paragraph. All information regarding the characteristics, features, selection and arrangement of data, or performance of Beta Versions constitutes Appfire’s Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support Services, warranty, and indemnity obligations.

- **Evaluation License.** For Evaluation License Product licenses ordered through the Atlassian Marketplace , we grant to you a non-exclusive, non-transferable (except to a purchaser of your business as set forth in Section 22), one time use limited license (an “**Evaluation License**”) to download, install, use and operate the Software on a single server or to access and use the Cloud Services for a thirty (30) day period_ (“**Evaluation Period**”), and by a limited number of temporary users only, specified by us in our sole discretion. Upon the expiration of the Evaluation Period, the license to the Software will terminate for use and you must uninstall, remove and delete all copies of the Product in your possession unless you have purchased a commercial license from us, the Atlassian Marketplace, or an Authorized Reseller. You may NOT acquire and use multiple Evaluation Licenses for the same Product simultaneously or in a series without our express prior written consent to such use. Attempts to circumvent this prohibition, such as, but not limited to, using multiple email addresses within the same organization to continue to obtain Evaluation Licenses are expressly prohibited and constitute a violation of this EULA. To be valid, Evaluation Licenses must (a) be generated by the entity that holds the license to the server; (b) must be installed on a physical or virtual server owned or leased by you; and (c) not be used for any commercial or business purposes other than to evaluate the Product; and (d) not be used with more than 3 Evaluation Licenses per a single server. Notwithstanding the foregoing, some of our Products may offer an extended Evaluation Period or to run more than three Evaluation Licenses on a single server. If an extended evaluation is available to the applicable product, you must contact us at <http://appf.re/eula> and request a manual extension or license number increase, such extension or increase shall be granted in our sole discretion. In the event your use of a Product exceeds the

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- limitations on the use of the Evaluation License set forth in this paragraph without our express approval, you will be in breach of this EULA. In such events, without limiting any other remedy available to us, we reserve the right to bill you for accrued license charges for all of your use of the applicable Product beyond the scope of the Evaluation License, at the highest marketed price tier.
- (d) The applicable license keys will be delivered to your account before or promptly following our receipt of payment of the applicable fees. You are responsible for accessing your account to determine that we have received payment and your Order has been processed. All deliveries under this EULA will be electronic. For the avoidance of doubt, you are responsible for any installation of a Product, and you acknowledge that we have no further delivery obligation with respect to the Product after delivery of the license keys.
- (e) All of the foregoing license rights are non-sublicensable. You may not sell, transfer or convey the Product to any third party without our prior express written consent, except only to a purchaser of your business as set forth in Section 22. We reserve all rights not expressly granted to the you in this EULA.
- (f) This EULA applies whether you purchase a license to the Products directly from us, through the Atlassian Marketplace, through an Authorized Reseller or otherwise. If you purchase a license to the Products through an Authorized Reseller, your license rights shall be as stated in the Order placed between you and the Authorized Reseller, and the Authorized Reseller is responsible for the accuracy of any such Order. Authorized Resellers are not authorized to make any promises or commitments on our behalf, and we are not bound by any obligations to you other than what is included in this EULA.

5. Third-Party Products

- (a) You (including your Authorized Users) may choose to use or procure other third-party products or services in connection with the Products (including Third-Party Software), or implementation, customization, training or other services. In addition to the obligations of this EULA, additional obligations may apply in relation to any use of other third party products or services by you which is not included in the normal use of the Products as permitted under the terms of this EULA. Your receipt or use of any third party products or services is subject to a separate agreement between you and the third party provider. If you enable or use third party products or services (including Third-Party Software) with the Products, you acknowledge that the third party providers may access or use Your Data as required for the interoperation of their products and services with the Products. This may include transmitting, transferring, modifying or deleting Your Data, or storing Your Data on systems belonging to the third party providers or other third-parties. Any third party provider's use of Your Data is subject to the applicable agreement between you and such third party provider. We are not responsible for any access to or use of Your Data by third-party providers or their products or services, or for the security or privacy practices of any third party

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provider or its products or services. You are solely responsible for your decision to permit any third party provider or third party product or service to use Your Data. It is your responsibility to carefully review the agreement between you and the third party provider, as provided by the applicable third party provider. APPFIRE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS OR VENDORS.

- (b) Some of our Products use third party open source software that is embedded in the Products (“**Third-Party Software**”). We may enable interoperation of the Products with Third-Party Software as set forth in Section 5(a) above. Third-Party Software are not the Products and remain subject to their own applicable terms. For a complete list of available Third-Party Software used with the Products, contact us at <http://appf.re/eula>.
- (c) Our Cloud Services uses, requires and depends on various third party APIs. We disclaim any liability for any failure or limitations of these APIs or services. Atlassian, or any other API provider, may remove the API end points required for the Cloud Services to function properly. We expressly disclaim any liability for the consequence of such actions by such third-parties.
- (d) If you (including any of your Authorized Users) breach this EULA and Appfire or any third party owner of Third-Party Software suffers any loss, damage, cost or expense directly or indirectly in connection with the breach, Appfire or the relevant third party owner of the Third-Party Software may bring an action directly against you.

6. Fees and Payment

In consideration of the licenses granted to you and services specified on an Order, you must pay all License Fees within the period indicated in the applicable invoice or as otherwise provided in our pricing terms and in the manner directed at the time of purchase of the Products. Failure to pay License Fees by their due date will result, without limitation, in the immediate termination of the licenses granted to you and any provision of other services under this EULA. Our fees do not include taxes, and you are responsible for the payment of all sales, value added, excise, gross revenue and other taxes, duties, levies or governmental charges arising as a result of your purchase of a license to the Products, excepting only the taxes imposed upon our net income.

7. Reservation of Rights and Ownership

The Products and all copies thereof are protected by copyright and other intellectual property laws and treaties. We or our third party suppliers own the title, copyright, and all other intellectual property rights of the Products (including but not limited to any Media included in or with the Products), the accompanying printed materials, and any copies of the Products. If the Products contain documentation that is provided only in electronic form, you may print one copy of such electronic documentation. Notwithstanding the

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forgoing, with the exception of this EULA, you may not copy the printed materials accompanying the Products. You may not copy or embed elements of the source code into other applications, or publish, transmit or communicate the source code to other parties other than yourself or the entity you represent. From time to time, you may choose to submit Feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

8. License Restrictions

- (a) You agree to ensure that only Authorized Users use the Products and only in accordance with the terms and conditions of this EULA.

- (b) You agree that you will not, except as expressly permitted by the documentation for the Product, nor will you allow any third party to: (a) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive any part or whole of the Products; (b) directly or indirectly access or use any Third-Party Software independently of the rest of the Products except as may be expressly permitted by your license to that Third-Party Software, if separate from this EULA; (c) sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Products or any data/information not owned by you which is provided to you through the Products to a person who is not an Authorized User; (d) modify, create any derivative work of or amend the Products; (e) publish, promote, broadcast, circulate or refer publicly to the Appfire name, trade name, trademark, service mark or logo; (f) commit any act or omission which will likely result in our, or any of our third party suppliers', reputation being brought into disrepute or which could otherwise reasonably be expected to have or does have a material and adverse effect on our interests; (g) offer or allow the Products to be used on a rental, timesharing, subscription services, hosting or outsourcing services basis or otherwise purport to distribute the Products without entering into a separate distribution agreement with us; (h) access or use Products for competitive analysis or similar purposes; or (i) copy or embed elements of the Accessible Code contained in the Software into other software. The Software may include license protection mechanisms that are designed to manage and protect our intellectual property rights and those of our third party suppliers. You must not modify or alter those features to try to defeat the license protection mechanisms. Without limiting any other right of Appfire, any violation by your or your employees, contractors or agents of this Section will result, without notice from us, in the immediate termination of this EULA as to any and all Products.

9. Data Security & Privacy

We take privacy very seriously and we follow the law and industry standards to keep your private information, private. We use reasonable efforts to secure private information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We will not sell or otherwise redistribute to third parties any information we collect from you, except as authorized by you or as described in this Section or in our Privacy Policy. All such data and information will be collected and used by Appfire in accordance with Appfire's Privacy Policy, which is presently available [here](#) and which is incorporated herein by reference.

You agree that we may collect and use technical data and related information, including without limitation, technical information relating to your device, system, and software, that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts and other services and communications to you related to the Products, including providing you with information about services, features, surveys, newsletters, offers, promotions; providing other news or information about us and our select partners; and sending you technical notices, updates, security alerts, and support and administrative messages. We may use this technical data and related information to provide you with support and to provide services or technology to you for our communications and the improvement of our product offerings. We agree to handle Your Data in accordance with (i) all applicable laws; and (ii) privacy and security measures reasonably adequate to preserve Your Data's confidentiality and security. You may opt out of promotions by using the following form: appf.re/unsubscribe. Requests to opt out may take thirty (30) calendar days to process.

As between us, you retain all right, title and interest in and to any data, content, code, video, images or other materials of any type ("**Your Data**") that you upload, submit or otherwise transmit to or through our Products or through our online support systems including, but not limited to, the Bob Swift Atlassian Add-ons Defect Tracker (presently available [here](#)), the Wittified Atlassian Add-ons Defect Tracker (presently available [here](#)), the Bob Swift Atlassian Add-ons Community Forum (presently available [here](#)), the Wittified Atlassian Add-ons Community Forum (presently available [here](#)), the Beecom JSU Add-ons (presently available [here](#)), the Innovalog Atlassian Add-ons Support Policy (presently available [here](#)) and any other related platforms to provide support. You grant and agree to grant Appfire a non-exclusive, worldwide, royalty-free fully paid up right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Product to you and (b) for any Product that enables you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Product.

Customer order data, if any, is stored in an encrypted format on servers with both physical and electronic safeguards. Application data, if any, is stored on redundant storage nodes to protect data from hardware failures. The nature of data is such that we cannot, however, guarantee that in all cases Your Data will be retrievable or able to be reconstructed in the event of loss or damage to Your Data or any storage nodes. Therefore, You are responsible

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for maintaining your own backup of all of Your Data and for its reconstruction if we are reasonably unable to retrieve it from our redundant storage nodes.

You agree to comply with applicable law in providing Your Data to us. You will not store personally identifiable information or other protected information in any data field in any Product which is not intended for the storage of personally identifiable information. You acknowledge and agree that we may disclose personally identifiable information under special circumstances, such as to comply with law.

We have implemented privacy and security measures reasonably adequate to preserve Your Data from loss, misuse, unauthorized access, disclosure, alteration and destruction including, without limitation, compliance with Atlassian Marketplace privacy and security requirements (presently available [here](#)). We use a self-assessment approach to ensure compliance with our privacy statements and verify periodically that our statements regarding our handling and use of personally identifiable information are accurate and reasonably complete in regard to the information covered. We encourage interested parties to contact us with any concerns using the contact information provided. We will investigate and attempt to resolve any complaints and disputes regarding use and disclosure of private information in accordance with our [Privacy Policy](#).

10. Confidentiality.

You agree that all code, inventions, know-how, business, technical and financial information disclosed to you by us constitutes our confidential property (“**Confidential Information**”). Any intellectual property, the underlying technology, and any performance information relating to or regarding the Products shall be Confidential Information of ours without any requirement for marking or further designation. Except as expressly authorized herein, you will hold in strict confidence and not use or disclose any Confidential Information. Your nondisclosure obligation shall not apply to any information that you can document: (i) was rightfully in your possession or known to you on a non-confidential basis prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of your own; (iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; or (iv) is independently developed by you or your employees who did not have access to or make use of any of our Confidential Information. You may also disclose Confidential Information if required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to us). You acknowledge that disclosure of Confidential Information would cause substantial and irreparable harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by you, we shall be entitled to appropriate equitable relief, without the necessity of posting of bond, in addition to whatever other remedies we might have at law.

11. Notification of breach

If you discover you have breached any of your obligations under this EULA you must immediately report such breach to us by sending a written notice detailing such breach to legal@appfire.com. Where a breach involves the distribution or use of Products outside of

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the terms of the applicable license, the User License and/or any Additional User License (including but not limited to the use and distribution of Third-Party Software), Appfire and/or any third party owner of Third-Party Software will be entitled (without prejudice to any other right or claim that Appfire or any third party owner of Third-Party Software may have against you) to charge you, in addition to any other License Fees payable by you under this EULA, a fee calculated as follows: (a) the number of prohibited distributions or uses multiplied by (b) the respective list prices that Appfire and/or any third party owner of Third-Party Software charges for the Products or the Third-Party Software, as the case may be.

12. Investigation of unauthorized use and distribution

If we reasonably suspect that (a) the Products have been distributed to, or obtained by, any person or party without a valid license; (b) the Third-Party Software is being varied or accessed or used independently of the Products without express permission from the Third Party Software owner; or (c) you are otherwise breaching a term of this EULA, then we reserve the right to require you to provide an unqualified certificate executed by a senior executive of your company verifying compliance with the terms of this EULA. If such an unqualified certificate is not received by us within ninety (90) calendar days of our request, a breach of this EULA will be deemed to have occurred and we shall have the right to immediately terminate the licenses granted under this EULA without additional notice.

13. Termination

As part of our commitment to customer satisfaction, unless otherwise specified in your Order, you may terminate your Order of the applicable Product under this EULA, for no reason or any reason, as instructed on the Atlassian Marketplace and returning and/or uninstalling any applicable Product to Appfire. Your license to the Products shall automatically terminate upon the earlier of (a) your failure to comply with the terms of this EULA; or (b) upon the expiration date set forth in any applicable Order. Upon termination of your license, you are required to remove all Software from your computer systems, destroy any copies of any Product in your possession and cease access to and/or use of any Cloud Services. Except only for a termination as permitted under Section 13(a), you must pay any outstanding amounts due for Products for which you have agreed to purchase a license under an Order, even if you terminate your license to that Product under this Section 13(b). All amounts paid to us are non-refundable and non-creditable..

- (a) Upon termination of this EULA for any reason, You will not have access to Your Data (and we may delete all of Your Data unless legally prohibited) after expiration or termination of this EULA, so you should make sure to export Your Data using the functionality of the Products during the applicable Term.

14. License Certifications and Audits

At our request, no more than once in any twelve (12) month period (unless a previous violation has been discovered or reported) you agree to provide us, within fifteen (15) days of our request, with a certification signed by an executive officer of your company that you are using all Products pursuant to the terms of this EULA, including the Scope of Use. If you

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fail to provide such certificate upon our request or if we have good faith reasons to believe that you are not in compliance with the terms of this EULA, including the Scope of Use, you agree to allow us or our agent to visit your facilities, once in any twelve (12) months period (unless a previous violation has been discovered or reported), the sole purpose of which will be to audit your use of the Products. We will provide you with at least thirty (30) days advance notice prior to the audit, and the audit will be conducted during normal business hours. We will bear all our own out-of-pocket costs for the audit, unless the audit reveals that you have exceeded the Scope of Use, in which case, without limiting any other remedy available to us, you agree to reimburse us for the cost of the audit. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you have exceeded your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to us at law or equity or under this EULA. To the extent necessary, we may share audit results with certain of our third party licensors or assign the audit rights specified in this Section to such licensors.

15. Publicity Rights

You grant us the right to include your name, company name, logo, and/or likeness that you provide, and any review that you may provide (in full or in part) to us, within Product promotional material and on our web site, corporate presentations, and financial reports. You can revoke this right at any time for all Products by completing the following form: appf.re/publicity to request to be excluded from future Product promotional material. Requests may take up to thirty (30) calendar days to process.

16. Export Restrictions

You may not use or otherwise export or re-export any Product(s) except as authorized by United States law and the laws of the jurisdiction in which the Product(s) was obtained. In particular, but without limitation, the Product(s) may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product(s), you represent and warrant that you are not located in any such country or on any such list.

17. Exclusion of Warranties

To the maximum extent permitted by applicable law in the jurisdiction in which any Product is provided, Appfire and its third party suppliers provide the Products AS IS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, APPFIRE, ON ITS OWN BEHALF AND ON BEHALF OF ITS THIRD PARTY SUPPLIERS AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING

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THE FOREGOING, APPFIRE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE. HARDWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE SECURE, TIMELY, UNINTERRUPTED, BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. APPFIRE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF APPFIRE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

18. Infringement; Indemnification

If you purchase a Software Standard Use license, and if the Product becomes, or in our opinion may become, the subject of a claim of infringement of any third party right, we may, at our sole option and discretion: (i) procure for you the right to use the Product free of any liability; (ii) replace or modify the Product to make it non-infringing; or (iii) refund any License Fees paid by you for the current support period for that Product and terminate your license to use that Product going forward. You will defend or settle and hold us harmless, at your expense, from any losses, liabilities, costs, or expenses (including reasonable attorney's fees) resulting from any action brought against us by a third party arising from your use of the Products, except to the extent that such claim is inherent in the Products and would have resulted from any users use of the Products in accordance with the applicable documentation. In conjunction with such indemnification we agree that (i) we shall notify you promptly in writing of any such claim; (ii) we shall not enter into any settlement or compromise any such claim without your prior written consent; (iii) you shall have control of any such action and settlement negotiations (although we will be entitled to participate in the defense of the claim with our own counsel at our own expense); and (iv) we shall provide you with reasonable information and assistance, at your request and expense, necessary to settle or defend such claim. You agree to pay all damages and costs finally awarded against us attributable to such claim.

19. Limitation of Liability

Except for the indemnification obligations of Section 18 or breach of Sections 4, 7 or 8, neither Party will be liable to any person, with respect to any loss, damage, cost, expense or other claim, for any consequential (such as loss of income; loss of business profits or contracts; business interruption; loss of the use of money or anticipated savings; loss of information; loss of opportunity, goodwill or reputation; loss of, damage to or corruption of data), indirect, special, punitive or other damages in relation to the Products including, without limitation: (a) any use or reliance on a Product by the person (including the form and content of errors in and/or omissions from any information contained in the Products); (b) any delay, interruption or other failure in the provision of a Product; or (c) any change in the form or content of a Product. All the foregoing limitations shall apply even if Licensor has been informed of the possibility of such damages. In no event will our

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aggregate liability under any claims arising out of or related to this EULA and/or your use of the Products exceed the fees paid by you for the current Support Period, except where not permitted by applicable law, in which case our liability shall be limited to the maximum extent permitted by such applicable law. Monetary damages as limited by this Section provide your sole remedy for any breach of this EULA by us, and your sole alternative remedy should any specific remedy hereunder be found to fail of its essential purpose.

20. Choice of Law

The Parties agree that this EULA will be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts in the United States. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the federal and state courts of Middlesex County, Massachusetts. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this EULA.

21. Severability

If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this EULA will remain in full force and effect.

22. No Waiver

No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the Party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.

23. Assignment

You may not assign or transfer this EULA or the rights you receive hereunder (including by operation of law), in whole or in part, or permit the assumption of this EULA, in each case without our written consent, except that you may assign this EULA without our written consent to a successor party in the case of your merger, acquisition or change of control; provided, however, that in each case, (a) we are 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 additional or modified use of the Product(s) licensed under this EULA and only continues to use such Products in the manner and quantity in which you were using them prior to the merger, acquisition or change of control. We may assign our rights and obligation under this EULA without your consent. Any permitted assignee shall be bound by the terms and conditions of this EULA.

24. U.S. Government Users

If you are a U.S. Government end user, we are providing the Products to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights granted to you by us for the Products are the same as the rights we customarily grant to others under this EULA.

25. Revisions to EULA

Our industry moves quickly, so we may update, modify or amend (together, “**Revise**”) this EULA from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you by, for example, by sending an email to the billing or technical contact you designate in the applicable Order, posting on our blog, website, on the Atlassian Marketplace website (<https://marketplace.atlassian.com>) or within our then currently published product documentation wiki. If we revise this EULA during your term of your license or subscription, the revised version will be effective upon your next renewal of a License Term, Support Services, Cloud Services or Subscription Term, as applicable. In this case, if you object to any revisions, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the revised EULA is required for you to continue using the No-Charge Products. You may be required to click through the updated EULA to show your acceptance. If you do not agree to the revised EULA after it becomes effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the EULA in effect at the time of the Order. You may not revise this EULA without our written agreement (which may be withheld in our complete discretion).

26. Entire Agreement

This EULA constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein. In the event of a conflict between the terms of this EULA and the terms of any open source licenses included with the Products, for the specific terms in conflict the terms of the open source licenses shall control with regard to the open source software included with the Products, and this EULA shall apply to the remainder of the Products, or part-thereof.

27. Rules of Interpretation

In interpreting 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 assignees; (c) 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; (d) any phrase introduced by the terms “including,” “include,” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (e) a reference to writing or written includes faxes, e-mails, communications via websites and comparable means of communication.

28. Contact Information

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For communications concerning this EULA, please use the following form: appf.re/eula.

29. Survival

Sections 1, 5, 6, 7, 8, 9, 10, 11, 12, and 14 through 29 shall survive any termination or expiration of this EULA.