End User License Agreement

Below you can find the EULA for all our plugins. Please read it carefully.

May, 31, 2018

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COMPANY THAT YOU REPRESENT ("YOU") ARE UNCONDITIONALLY CONSENTING TO BE
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OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS
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1. License.
Subject to Your full compliance with all the terms and conditions of this Agreement, Almarise grants You
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software in object code form only that You will receive through this download (the "Client"), the
accompanying documentation, and any additional software that may be made available by Almarise from
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with the accompanying documentation. Any other use must be pre-approved by Almarise in writing. This
Agreement allows You to run the Software only as received at the time of download, in a single
installation of JIRA, for the number of authorized users and nodes.

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Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce,
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Products into a product or service you provide to a third party, (d) interfere with any license key
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4. Support; Equipment.

This Agreement entitles You to email support, upgrades, patches, enhancements, and fixes (collectively, "Support") for one (1) year following the commencement of a fully paid support term for this version of the Software (or the next version, at Almarise's sole discretion, during such one (1) year support term), provided that You comply with all the terms and conditions of this Agreement. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Software, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Software.

5. Warranty Disclaimer.

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6. Limitation of Remedies and Damages.
UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL ALMARISE BE LIABLE TO YOU OR ANY OTHER PERSON (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR (II) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. ALMARISE 'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO ALMARISE , EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE ALMARISE 'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. ALL THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ALMARISE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL THE FOREGOING LIMITATIONS ALSO APPLY WITH RESPECT TO ALMARISE'S SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

7. Indemnity.
You agree that Almarise and its licensors, distributors, contractors and agents shall have no liability whatsoever for any use You make of the Software. You shall indemnify and hold harmless Almarise and its licensors, suppliers, distributors, contractors and agents from any claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from (a) Your failure to comply with any term of this Agreement; or (b) use of the Software in combination with other hardware, software or other systems that would have been avoided but for such use or combination. To the maximum extent permitted by applicable law, You hereby release, and waive all claims against, Almarise and its licensors, suppliers, employees and agents from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with use of the Software. If You are a California resident, You waive Your rights under California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations waive their rights under all analogous laws, statutes or regulations.

8. Termination.
This Agreement shall continue until terminated as set forth in this section. You may terminate this Agreement at any time. Your rights under this Agreement will terminate automatically and irrevocably without notice from Almarise if You fail to comply with any term(s) of this Agreement, including any attempt to transfer a copy of the Software or Software license key (if any) to another party except as provided in this Agreement. Upon termination for any reason, the Agreement granted hereunder shall terminate and You shall immediately discontinue all use of the Software and destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software, but the terms of this Agreement will otherwise remain in effect.

9. Export Law Assurances.
In connection with the Software, You agree to comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You agree not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By using the Software, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

10. Miscellaneous.
No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Almarise in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by You except with Almarise's prior written consent. Almarise may transfer, assign or delegate this Agreement and its rights and obligations without consent. You grant Almarise the right to include Your name, trademark, logo or similar identifying material ("Your Marks") in a listing of customers on Almarise 's website and in other promotional material in relation to the Software. You grant Almarise the right to send You propotional materials via email. Within thirty (30) days of Your written request, Almarise will remove Your Marks from its website customer list and will make no further use of Your marks in any future material promoting the Software or send You promotional materials. This Agreement as well as all disputes arising out of or in connection with this Agreement shall be governed by the laws of Poland, without regard to or application of choice of law rules or principles. Any dispute arising out of or in connection with this Agreement, or in future agreements resulting therefrom, shall be exclusively resolved before the state or federal courts located in Warsaw, Poland. You further agree not to bring claims on a representative, class member basis, or as a private attorney general, and agree not to assert any claims against us unless such claims are asserted by you in the forum required by this Agreement no later than one year following the date that your claim or cause of action arose.

This Agreement constitutes the entire agreement between you and Promity sp. z o.o. with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. We reserve the right to modify this Agreement at any time by providing such revised Agreement to you or by publishing the revised Agreement on the Website. Your continued use of the Software shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. If any clause of this Agreement is declared invalid, illegal or not enforceable, the clause concerned will be stricken, and the remainder of the Agreement will remain fully in force. Our failure to exercise any right hereunder shall not operate as a waiver of our rights to exercise such right or any other right in the future. We are allowed at our sole discretion to assign this Agreement or any rights hereunder without giving prior notice.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO D SOFTWARE, INC. THE RIGHTS SET FORTH HEREIN.