

# Phases for Jira EULA

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## End-User License Agreement ("Agreement")

Last updated: February 6, 2019

Please read this End-User License Agreement ("Agreement") carefully before downloading or using the Marketplace Product Phases for Jira ("Application").

By downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not download or use the Application.

### License

Sellegi grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Application only on hardware systems owned, leased or controlled by you and strictly in accordance with the terms of this Agreement.

The Application is protected by copyright and other intellectual property laws and treaties. Sellegi own all title, copyright and other intellectual property rights in the Application, and the Application is licensed to you directly by the Publisher, not sold.

### Restrictions

Licenses granted by Sellegi are granted subject to the condition that you must ensure the maximum number of Authorized Users that are able to access and use the Application concurrently is equal to the number of User Licenses for which the necessary fees have been paid to Atlassian and/or its authorized partners (each, an "Atlassian Expert"). You may purchase additional User Licenses at any time on payment of the appropriate fees to Atlassian or an Atlassian Expert. "User License" means a license granted under this EULA to you to permit an Authorized User to use the Application. The number of User Licenses granted to you is dependent on the fees paid by you. "Authorized User" means a person who accesses and uses a Marketplace Product under the EULA and for which the necessary fees have been paid to Atlassian and/or an Atlassian Expert.

You may not modify, reverse engineer, decompile or disassemble the Application in whole or in part, or create any derivative works from or sublicense any rights in the Application, unless otherwise expressly authorized in writing by Sellegi.

You agree not to, and you will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

## **Modifications to Application**

Sellegi reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or Sellegi.

Sellegi may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Sellegi, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Jira installation.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your Jira installation.

## **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **Amendments to this Agreement**

Sellegi reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## **Contact Information**

If you have any questions about this Agreement, please contact us.