

# End-User License Agreement for Great Gadgets Add-on

---

IMPORTANT - READ CAREFULLY: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single legal entity) (Licensee) and StonikByte to use the Software. This EULA applies from the date when the Licensee has received the Software from StonikByte or from any other party. The Licensee agrees to be bound by the terms of this EULA by installing, copying, downloading or otherwise using the Software. If the Licensee does not agree to the terms of this EULA, you may not install, copy, download or otherwise use the Software.

## 1. Definitions

- 1.1 **StonikByte** means limited liability company “StonikByte SRL” (Reg. ID J40/13900/22.11.2011) with headquarters in Str. Novaci, Nr. 4, Bl. S9, Sc. 1, Ap. 27, Sector 5, Bucharest, Romania.
- 1.2 **Software** means “Great Gadgets for JIRA” computer software, developed and distributed by StonikByte under marketing names “Great Gadgets for JIRA”, “Great Gadgets for JIRA Cloud”, “Great Gadgets Add-on”, “Great Gadgets Plugin” and “Great Gadgets”.
- 1.3 **Release Date** means a date associated with a specific version of Software by StonikByte as the date of release of that version to general public.
- 1.4 **Authorized User** means a person who accesses and uses Software under a User License.
- 1.5 **User License** means a license granted under this EULA to the Licensee to permit an Authorized User to use Software.
- 1.6 **Fees** mean all fees and expenses payable by the Licensee to StonikByte in acquiring the Software and as applicable any Maintenance or User Licenses.
- 1.7 **Maintenance** means provision by StonikByte to Licensee of Software updates made generally available by StonikByte from time to time.
- 1.8 **Maintenance Expiration Date** means the date of the last day StonikByte provides Maintenance to Licensee.
- 1.9 **Reseller** means an entity authorized by StonikByte to sell and distribute Software.
- 1.10 **Commercial License** means a license to use Software obtained or renewed by the Licensee by paying Fees.
- 1.11 **Non-Commercial License** means a free license (for which no Fees are paid by Licensee) provided by a Reseller or StonikByte.

## 2. Grant of License

### 2.1 Commercial License

- 2.1.1 Upon Licensee's acceptance of the EULA, StonikByte grants the Licensee the perpetual right to use specific versions of the Software, subject to the General License Terms in section 2.3 and subject to the following:
  - 2.1.1.1 Licensee may install any versions of Software that have Release Date prior to the Maintenance Expiration Date on a single server.
  - 2.1.1.2 Licensee must ensure the maximum number of Authorized Users accessing and using the Software concurrently is equal to the number of Users Licenses for which the necessary Fees have been paid to the Reseller or StonikByte. The Licensee may purchase additional User Licenses at any time on payment of the appropriate Fees to the Reseller or StonikByte.
  - 2.1.1.3 Licensee must pay in full all applicable Fees to StonikByte or Reseller by their due date. Failure to pay Fees by the due date will result in the immediate termination of the License granted under this EULA.

### 2.2 Non-Commercial License

- 2.2.1 Upon Licensee's acceptance of the EULA, StonikByte grants the Licensee the right to use the Software, subject to the General License Terms in section 2.3 and subject to the following:
  - 2.2.1.1 Licensee may install, use and permit unlimited number of Authorized Users to use any version of Software on multiple computers.
  - 2.2.1.2 If License has an expiration date, Licensee and Authorized Users must stop using the Software after the expiration date or continue using the Software under another License from StonikByte.

### 2.3 General License Terms

- 2.3.1 Licensee may:
  - 2.3.1.1 Allow Authorized Users use installed Software from an unlimited number of computers.
  - 2.3.1.2 Make backup copies of Software.
- 2.3.2 Licensee must not, whether through negligent act or omission, or without the prior written consent of StonikByte:
  - 2.3.2.1 Sell, sublicense, redistribute (except distributing to Authorized Persons), reproduce, transmit, circulate, disseminate, translate Software or reduce Software to or from any electronic medium or machine readable form;
  - 2.3.2.2 Decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive, any portion of Software.
- 2.3.3 If License is locked to a specific server, Licensee must not install Software on a different server.
- 2.3.4 All rights granted to Licensee by this License are worldwide, non-exclusive, non-transferable, non-sublicensable and limited.
- 2.3.5 Except as otherwise agreed in writing by StonikByte, the Licensee must only install the Software and make the Software available for use on hardware systems owned, leased or controlled by the Licensee.

- 2.3.6 If StonikByte permits the Licensee to install the Software or make the Software available for use on hardware systems not owned, leased or controlled by the Licensee (Uncontrolled Systems), the Licensee will ensure the terms of this EULA are complied with by users of such Uncontrolled Systems and the Licensee indemnifies StonikByte for all costs, damages and loss StonikByte suffers arising from such installation or use of the Software on Uncontrolled Systems.

### **3. Ownership and Reservation of Rights**

- 3.1 StonikByte reserves all rights not expressly granted to the Licensee in this EULA.
- 3.2 The Software and all copies thereof are protected by copyright and other intellectual property laws and treaties.
- 3.3 StonikByte or relevant third parties own the title, copyright, and other intellectual property rights in the Software and all subsequent copies of the Software.
- 3.4 The Software is licensed, not sold and the Licensee does not acquire any rights of ownership in the Software.

### **4. Termination**

- 4.1 This EULA between StonikByte and the Licensee is terminated in the following cases:
  - 4.1.1 If case of Commercial License or Non-Commercial License with an expiration date, on expiration date.
  - 4.1.2 Without prejudice to any other rights and in addition to any other termination rights in this EULA, StonikByte may terminate this EULA if the Licensee fails to comply with the terms and conditions of this EULA.
  - 4.1.3 The decommissioning of the Software (including, but not limited to, installing another version of the Software) by the Licensee will have, as a consequence, the termination of this EULA.
- 4.2 Immediately upon termination of a license granted under this EULA, the Licensee must at its own cost cease permitting access to and procure that all Authorized Users immediately cease all use of the Software, with the exception of using the Software to export data collected by the Software.

### **5. Upgrade**

- 5.1 Every version of the Software is treated as a separate product and comes under its own End-User License Agreement. By installing any other version of the Software, which is licensed under the terms of this EULA, the Licensee terminates this Agreement according to clause 4.1.3 and enters into another End-User License Agreement that comes with the installed version.

### **6. Infringement Indemnification**

- 6.1 StonikByte will have no obligation to defend and no liability for any damages or costs to the extent that a claim is based upon: (i) use of Software in a manner or for an application other than for which it was designed or intended to be used, regardless of whether StonikByte was aware of or had been

advised of such use; (ii) modifications to Software by any person or entity other than StonikByte (including any modifications by the Licensee); or (iii) other circumstances or occurrences that are covered in Licensee's indemnification obligations in Section 6.4.

- 6.2 If the Software becomes, or in the opinion of StonikByte may become, the subject of a claim of infringement of any third party's intellectual property rights, StonikByte may, at its option and in its discretion: (i) procure for Licensee the right to use the Software free of any liability; (ii) replace or modify the Software to make it non-infringing; or (iii) refund any License Fees related to this Software paid by Licensee.
- 6.3 The foregoing sections 6.1 and 6.2 set forth the sole liability of StonikByte and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by StonikByte under this EULA.
- 6.4 Licensee will indemnify and hold harmless StonikByte against all costs, expenses, losses and claims made against StonikByte as a result of any infringement of a third party's intellectual property rights arising from (i) the Licensee's or its Authorized User's modification to the Software, or (ii) combination of the Software with other products by Licensee or any of its Authorized Users, other than those with commercially available software that the Software was designed by StonikByte to work with (such as Atlassian JIRA) or that was explicitly authorized by StonikByte to be used with the Software, if such infringement would have been avoided in the absence of such combination.
- 6.5 The foregoing section 6.4 sets forth Licensee's sole liability and exclusive remedies of StonikByte for any infringement of 3rd party intellectual property rights under this EULA.

## **7. Exclusion of Warranties and Limitation of Liability**

- 7.1 To the maximum extent permitted by applicable law in the jurisdiction in which the Software is supplied, StonikByte and its third party suppliers provide the Software AS IS AND WITH ALL FAULTS, and except otherwise expressly contained in the EULA, hereby disclaim all other warranties and conditions, whether express, implied or statutory.
- 7.2 To the maximum extent permitted by applicable law, in no event shall StonikByte or its third party suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the Software, the provision of or failure to provide any services, information, Software, and related content arising out of the use of the Software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of StonikByte or any third party supplier, and even if StonikByte or any third party supplier has been advised of the possibility of such damages.

## **8. Publicity rights**

- 8.1 Licensee grants StonikByte the right to include Licensee as a customer in Software promotional material, including Licensee's logo. Licensee can deny StonikByte this right at any time by submitting a written request via email to [office@stonikbyte.com](mailto:office@stonikbyte.com), requesting to be excluded from Software promotional material. Requests made may take up to thirty (30) calendar days to process.

## 9. Miscellaneous

- 9.1 This EULA may not be amended except with the written agreement of StonikByte whose consent may be withheld in its complete discretion without any requirement to provide reasons.
- 9.2 Licensee may assign this EULA to: (i) succeeding parties in the case of a merger, acquisition or change of control; or (ii) if Licensee is a supplier to a government agency; provided, however, that in each case, (a) StonikByte is 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 Licensee makes no further use of the software licensed under this EULA . StonikByte may assign its rights and obligation under this EULA without consent of Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

## 10. Governing Law

- 10.1 This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Romania.

## 11. Entire Agreement and Severability

- 11.1 This EULA is the entire agreement between the Licensee and StonikByte relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.
- 11.2 If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

## 12. Survival

- 12.1 Clauses 2.3.2, 4.1.2, 5, 6.4, 6.5, 7, 8, 10 and 11 shall survive any termination of this EULA.

---

Should you have any questions concerning this EULA, please contact StonikByte at [office@stonikbyte.com](mailto:office@stonikbyte.com).

EULA v.1.0