

END-USER LICENSE AGREEMENT

of A-Mail for Jira plugin

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1. PREAMBLE

- 1.1. This EULA agreement governs your acquisition and use of our A-Mail for Jira plugin software (hereinafter referred to as the "Software") directly from the Company or indirectly through a Company's authorized reseller or distributor (hereinafter referred to as the "Reseller").
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- reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose,
- allow any third party to use the Software on behalf of or for the benefit of any third party,
- use the Software in any way which breaches any applicable local, national or international law,
- sublicense, lend, lease or otherwise transfer rights or usage to the Software or any of its modified version,
- create the derivative works of Software or documentation to the Software,
- assign your rights under this license to any other person or entity,
- make the functionality of the Software available to third parties,
- use the Software for any purpose that Company considers is a breach of this EULA agreement.

3. LICENSE FEE AND PAYMENT

3.1 Licence fee

3.1.1. You acknowledge that you shall pay all fees under this EULA agreement according to the Terms of Use of Atlassian Marketplace and hereby consent to that arrangement.

3.1.2. The use of this Software is allowed upon License fee payment unless using the free trial version of Software. The chargeable version of Software will be available for using after License fee payment according to the Terms of Use of Atlassian Marketplace.

3.2 Payment

3.2.1. The License fee shall be paid according to the Terms of Use of Atlassian Marketplace.

3.2.2. Failure to perform payment shall be construed as material breach of this EULA agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Company owns exclusively and reserves all rights, title and interest in and to the Software and documentation as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of the Company.

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5.1. The Software may include certain third-party software (hereinafter referred to as the "third-party software"). You acknowledge and agree that the Company does not assume responsibility for providing support for any third-party software, and does not guarantee that third-party software's contents or services will maintain their availabilities at any time. The Company is not liable for any content, advertisement, products, services, and other materials provided by third parties.

5.2. You acknowledge and agree not to modify, rent, lease, sub-lease, distribute, or create derivative works based on any third-party software, and may not use it in any unauthorized manner, including but not limited to, using such software to transmit any type of virus, worm, Trojan, or other malicious software, invade a network, and burden the capacity of a network.

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6. WARRANTY, DISCLAIMER AND LIABILITY

6.1. Warranty

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6.2. Disclaimer

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- 6.2.2. The Company does not warrant that the Software will be free of vulnerability to intrusion or attack.

6.3. Liability

- 6.3.1. In the case of any breach of this EULA agreement you are obliged to compensate for the damage incurred to the Company or third party with no limitation.

7. AUDIT

- 7.1. During this EULA agreement the Company reserves the right to control compliance with this EULA agreement.
- 7.2. You are obliged to cooperate for verification of such a compliance mentioned above.

8. GOVERNING LAW AND JURISDICTION

- 8.1. This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Czech Republic and solved by the Czech court.

9. TERMINATION

- 9.1. This EULA agreement is effective from the date when any event mentioned in the sec. 1 par. 1.4 of this EULA agreement occurs first and shall remain in force for a period of 1 (one) year after making License fee payment or installing the free trial version of Software. You may terminate it at any time by uninstalling the Software and destroying all copies of Software.
- 9.2. Prolongation of using the Software and thus effectiveness of this EULA agreement is possible according to the Terms of Use of Atlassian Marketplace.
- 9.3. It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software; in such a case you must promptly uninstall the Software and return, destroy or delete permanently all copies of the Software or documentation. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.
- 9.4. You shall not be entitled to any refund of the License fee.