

End-User License Agreement for Teamlead's Add-ons

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single legal entity) (Licensee) and Teamlead LLC to use the Software. This EULA applies after the Licensee has received the Software from Teamlead LLC 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. «Teamlead» means limited liability company “Teamlead LLC” (reg. ID 1089847378477), having principal place of business at Tciolkovskogo str. 13A, Suite 7-N, St. Petersburg 190020, Russian Federation.
- 1.2. Software means «CRM for JIRA», «HelpDesk for JIRA», «Werewolf for JIRA», «Calendar for JIRA», «Feedback for JIRA» and all other add-ons placed on Atlassian Marketplace under Teamlead account - computer software, developed and distributed by Teamlead LLC.
- 1.3. Release Date means a date associated with a specific version of Software by Teamlead LLC as the date of release of that version to general public.
- 1.4. Beta Version means a specific version of the Software, which either a) is explicitly marked as “Beta”; or b) has associated version number beginning with zero (“0”).
- 1.5. End-of-Life date for Beta Version is the last date of Teamlead LLC support for that specific version of the Software.
- 1.6. Authorized User means a person who accesses and uses Software under a User License.
- 1.7. User License means a license granted under this EULA to the Licensee to permit an Authorized User to use Software.
- 1.8. Fees mean all fees and expenses payable by the Licensee to Teamlead LLC in acquiring the Software and as applicable any Maintenance or User Licenses.
- 1.9. Maintenance means provision by Teamlead LLC to Licensee of Software updates made generally available by Teamlead LLC from time to time.
- 1.10. Maintenance Expiration Date means the date of the last day Teamlead LLC provides Maintenance to Licensee.
- 1.11. Reseller means an entity authorized by Teamlead LLC to sell and distribute Software.
- 1.12. Commercial License means a license to use Software obtained or renewed by the Licensee by paying Fees.
- 1.13. Beta License means a free time-limited license to use Beta Version, offered by Teamlead LLC to general public and accepted by the Licensee.
- 1.14. Non-Commercial License means a free license provided by Teamlead LLC under additional restrictions, specified in the license description on Teamlead LLC web site.

2. Grant of License

- 2.1. Commercial License
 - 2.1.1. Upon Licensee's acceptance of the EULA, Teamlead LLC grants the Licensee the perpetual right to use specific versions of the Software, subject to the General License Terms in section 2.4 and subject to the following:
 - 2.1.2. Licensee may install any versions of Software that have Release Date prior to the Maintenance Expiration Date on a single server.
 - 2.1.3. 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 Teamlead LLC. The Licensee may purchase additional User Licenses at any time on payment of the appropriate Fees to the Reseller or Teamlead LLC.

2.1.4. Licensee must pay in full all applicable Fees to Teamlead LLC 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. Beta License

2.2.1. Upon Licensee's acceptance of the EULA, Teamlead LLC grants the Licensee the temporary right to use Beta Versions, subject to the General License Terms in section 2.4 and subject to the following:

2.2.2. Licensee may install, use and permit unlimited number of Authorized Users to use any Beta Version on multiple computers until the End-of-Life date of that Beta Version with no Fees; End-of-Life date is defined separately for each version of the Software and is at least 6 months after the version is first made available by Teamlead LLC.

2.3. Non-Commercial License

2.3.1. Upon Licensee's acceptance of the EULA, Teamlead LLC grants the Licensee the right to use the Software, subject to the General License Terms in section 2.4 and subject to the following:

2.3.2. Licensee may install, use and permit unlimited number of Authorized Users to use any version of Software on multiple computers.
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 Teamlead LLC.

2.4. General License Terms

2.4.1. Licensee may:

2.4.1.1. Allow Authorized Users use installed Software from an unlimited number of computers.

2.4.1.2. Make backup copies of Software.

2.4.2. Licensee must not, whether through negligent act or omission, or without the prior written consent of Teamlead LLC:

2.4.2.1. 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;

2.4.2.2. Decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive, any portion of Software.

2.4.3. If License is locked to a specific server, Licensee must not install Software on a different server.

2.4.4. All rights granted to Licensee by this License are worldwide, non-exclusive, non-transferable, non-sublicensable and limited.

2.4.5. Except as otherwise agreed in writing by Teamlead LLC, the Licensee must only install the Software and make the Software available for use on hardware systems owned, leased or controlled by the Licensee.

2.4.6. If Teamlead LLC 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 Teamlead LLC for all costs, damages and loss Teamlead LLC suffers arising from such installation or use of the Software on Uncontrolled Systems.

3. Ownership and Reservation of Rights

- 3.1. Teamlead LLC 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. Teamlead LLC 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 Teamlead LLC and the Licensee is terminated in the following cases:
 - 4.1.1. If case of Non-Commercial License with an expiration date, on expiration date.
 - 4.1.2. In case of Beta License, on the End-Of-Life date of the installed Beta Version.
 - 4.1.3. Without prejudice to any other rights and in addition to any other termination rights in this EULA, Teamlead LLC may terminate this EULA if the Licensee fails to comply with the terms and conditions of this EULA.
 - 4.1.4. 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 4.1.4 and enters into another End-User License Agreement that comes with the installed version.

6. Infringement Indemnification

- 6.1. Subject to the remainder of this Section 6, Teamlead LLC will indemnify and hold Licensee harmless against a claim to the extent based on an allegation that Licensee's use of Software (in the form provided by Teamlead LLC) in compliance with this Agreement infringes a United States or European Union patent or registered copyright ("Claim"), and will pay those damages and costs finally awarded against Licensee by a court of competent jurisdiction, or agreed to in writing by Teamlead LLC as settlement, as a result of such Claim, provided that Teamlead LLC is (i) promptly notified and furnished a copy of such Claim, (ii) given all relevant evidence in Licensee's possession, custody or control, and (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement.
- 6.2. Teamlead LLC 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 Teamlead LLC was aware of or had been advised of such use; (ii) modifications to Software by any person or entity other than Teamlead LLC (including any modifications by the Licensee); or (iii) other circumstances or occurrences that are covered in Licensee's indemnification obligations in Section 6.5.
- 6.3. If the Software becomes, or in the opinion of Teamlead LLC may become, the subject of a claim of infringement of any third party's intellectual property rights, Teamlead LLC 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.
- 6.4. The foregoing sections 6.1, 6.2, and 6.3 set forth the sole liability of Teamlead LLC and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by Teamlead LLC under this EULA.
- 6.5. Licensee will indemnify and hold harmless Teamlead LLC against all costs, expenses, losses and claims made against Teamlead LLC 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 Teamlead LLC to work with (such as Atlassian JIRA) or that was explicitly authorized by Teamlead LLC to be used with the Software, if such infringement would have been avoided in the absence of such combination. 6.6 The foregoing section 6.5 sets forth Licensee's sole liability Teamlead LLC for any 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, Teamlead LLC 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 Teamlead LLC 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 Teamlead LLC or any third party supplier, and even if Teamlead LLC or any third party supplier has been advised of the possibility of such damages.

8. Marketing

- 8.1. Licensee agrees to be identified as a customer of Teamlead LLC and that Teamlead LLC may refer to Licensee by name, trade name and trademark in marketing materials and on Teamlead LLC web site.
- 8.2. The right reserved by Teamlead LLC in section 8.1 can be waived by Teamlead LLC upon request from the Licensee made prior to entering by parties into this Agreement.

9. Miscellaneous

- 9.1. This EULA may not be amended except with the written agreement of Teamlead LLC 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) Teamlead LLC 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. Teamlead LLC 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 shall be governed by and construed in accordance with the substantial laws in force in the Russian Federation.

11. Entire Agreement and Severability

11.1. This EULA is the entire agreement between the Licensee and Teamlead LLC 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 2.4.2, 5, 4.1.3, 6.5, 6.6, 7, 8, 10 and 11 shall survive any termination of this EULA.

--

Should you have any questions about this EULA, please contact Teamlead LLC Ltd at: B. Sampsonievskiy pr. 68N, Suite 406, SaintPetersburg, Russian Federation 194100 email: info@teamlead.ru

EULA v.1.4