

Dependency Map Add-On End User Licence Agreement

This Dependency Map Add-On End User License Agreement (this “**Agreement**”) forms a legally binding agreement between FindOut Technologies AB (companies registry number: 556653-5273) (“**FindOut**”, “**we**” or “**us**”) and you as an individual if you are acting for yourself or the entity for which you as an individual are downloading and using software (“**Licensee**” or “**you**”). This Agreement governs the Dependency Map Add-On Software including any related documentation (“**Add-on**”, “**Software**”, “**Dependency Map**”) If you are an individual downloading and using software on behalf of your company, government, or other entity (for example, as an employee or governmental official), then “you” means your entity and you are binding your entity to this Agreement. Before clicking to agree to this Agreement, please carefully read the terms and conditions below.

This Agreement does not have to be signed in order to be binding. You indicate your assent to the terms of this Agreement on behalf of your entity by (i) checking the box (or similar action) to accept the Agreement that is presented to you when you download the software. This Agreement takes effect on the date on which you install the add-on into any Jira installation. By using the Add-On you confirm your acceptance of, and agree to be bound by, these term and conditions.

1. Introduction

Dependency Map is a software program that adds functionality to the program Jira. It is only intended to be used in conjunction with Jira and only when you have a current license to Jira. Dependency Map is provided on the Atlassian Marketplace which is regulated by agreements between you and Atlassian Pty Ltd (ABN 53 102 443 916). Atlassian is acting as a distributor of software and is distributing the Dependency Map Software with authorization from FindOut. FindOut is not a party to the agreement between you and Atlassian.

Dependency Map in all its versions and translations, without limitation including source and object code, is the property of FindOut. The Software and services provided by FindOut are at all times subject to these terms and conditions.

2. License

Subject to payment to Atlassian of the applicable fees based on number of users, instances, copies or other limitation and your compliance with this Agreement, you are granted a perpetual, worldwide, non-exclusive, non-transferrable license to use the Software for your internal business purposes only. The license is subject to your compliance with any Maintenance (defined below in section 4) instructions and gives you access to Maintenance releases for one full calendar year.

The Software must only be used by the employees, consultants or other authorized representatives of the Licensee and only for the internal business purposes of

Licensee. The Software may not be used by or for the benefit of other entities nor provided on a time share or rental basis.

The Software may be installed only on hardware systems owned, leased or controlled by Licensee such as through agreement with a cloud provider and may not be copied except as needed for the its intended use or for back-up purposes.

3. Third party software

The Software may include embedded software governed by terms and conditions of third parties which will become applicable upon installing the Software. If this is the case, such terms and conditions will apply in addition to these terms and conditions. Upon installation of the Software, information is available of any third party software included in the Software. Licensee is obligated to adhere to the license terms of the third parties and Licensee does not accept to do so, Licensee should not install and use the Software.

4. Support and Maintenance

This Agreement applies to updates, upgrades, supplements and add-on components ("Maintenance Software") of the Software that FindOut may provide to Licensee or make available to the Licensee after the date the Licensee obtains its initial copy of the Software, unless FindOut provides other terms along with the Maintenance Software.

Updates and/or enhancements made generally available to customers from time to time and technical e-mail support in accordance with procedures specified by Atlassian for the sole purpose of addressing technical issues relating to the use of the Software ("Maintenance") shall be provided as follows. FindOut will provide Maintenance for the first year after first payment of the perpetual license fee. For access to Maintenance beyond the first year, further payment is required and subject to such payment, FindOut will provide Maintenance during the agreed extension period.

The correct functioning of the Software and the right to receive Maintenance is subject to the customer following any recommended Maintenance procedure, especially related to the installation of updates or patches issued as part of the Maintenance service. The customer shall adhere to recommendations and instructions by FindOut.

5. Personal Data

During the course of the Agreement, Licensee may be required to provide certain personal data related to its employees, such as name, e-mail address and phone number. The Licensee is responsible for ensuring that it has the right to provide personal data related to its employees. FindOut will process this data as a data controller for the purpose of fulfilling the support and maintenance obligations under this contract. FindOut will process the personal data in accordance with applicable law, including but not limited to the General Data Protection Regulation (GDPR).

For more information about FindOut's processing of personal data, please see our privacy policy at the Dependency Map homepage at Atlassian Marketplace.

6. Disclaimer

It is not warranted that any software supplied by FindOut will meet your requirements or that its operation will be uninterrupted or error free. FindOut exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect your statutory rights.

7. Warranties and Limitation of Liability

FindOut warrants that its software and services will be provided using reasonable care and skill on a non-exclusive basis. Where FindOut supplies any goods supplied by a third party, FindOut does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.

Except in respect of death or personal injury caused by FindOut's negligence, FindOut shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by FindOut's negligence or the negligence of its employees or agents or otherwise) which arise out of or in connection with the provision of any software or services by FindOut.

FindOut shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control. Any estimates given by FindOut as to the time of completion of performance of its services (whether completion of the whole or a part of those services) or delivery of its software shall be estimates only and time shall not be of the essence.

FindOut when providing electronic media shall take reasonable care to avoid introducing computer viruses to your computer systems and shall not be liable to you by reason of any virus unknowingly introduced to your system by it for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or any claims which arise out of or in connection with such introduction of a computer virus.

Notwithstanding contrary clauses in this Agreement, in the event that FindOut are deemed liable to you for breach of this Agreement, you agree that FindOut's liability is limited to the amount actually paid by you for the services or software related to which the claim for compensation arose during the twelve (12) months preceding the event causing the claim. You hereby release FindOut Technologies AB from any and all obligations, liabilities and claims in excess of this limitation.

8. Notices and Consents

Any notice, request or other communication to either party by the other under this Agreement shall be given by email or conventional mail and shall be confirmed by conventional mail.

9. Assignment of Rights

You shall not assign this Agreement or any benefits or interests arising under this Agreement without FindOut's prior written permission.

10. Ownership

The ownership of marketing materials, any software or electronic media, methodologies, strategies, research and designs shall remain with FindOut. No transfer of ownership is intended under this Agreement. FindOut reserves the right to use in any way it wishes any programming tools, skills, content, methodologies, strategies and techniques acquired or used in performing its duties under this Agreement. The ownership of any data content created using the software shall remain with the author of that content. You may use data content created using the software for any purpose that does not interfere with the business operations of FindOut.

11. Governing Law and Arbitration

This Agreement is governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English.

12. Miscellaneous

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and FindOut as a result of your use of the Software or services provided by FindOut. You agree not to hold yourself out as a representative, agent or employee of FindOut. You agree that FindOut will not be liable by reason of any representation, act or omission to act by you. FindOut's performance under this Agreement is subject at all times to existing laws and legal process and nothing contained in this Agreement is in derogation of FindOut's right to comply with law enforcement requests or requirements relating to your use of the Software or information provided to or gathered by FindOut with respect to such use.

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the remainder shall remain in full force and the effect of the remainder will not be deemed to be prejudiced (unless the substantive purpose of this Agreement is then frustrated, in which case either party may terminate this Agreement forthwith on written notice).

13. Entire Agreement

This Agreement constitutes the entire agreement between FindOut and you with respect to your use of services, Software and/or goods provided by FindOut, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between FindOut and you with respect thereto. Each party confirms that it has not relied on any representation not recorded in this document inducing it to enter into this Agreement. The address for communication to FindOut by conventional mail unless you are otherwise notified shall be:

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