ALM Works End-User License Agreement for Structure Plugin (Beta Version)

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 ALM Works to use the Beta Version. This EULA applies after the Licensee has received the Beta Version from ALM Works 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 Beta Version. If the Licensee does not agree to the terms of this EULA, you may not install, copy, download or otherwise use the Beta Version.

1 Definitions

- 1.1 **ALM Works** means limited liability company "ALM Works Ltd" (reg. ID 1047855130883), having principal place of business at Kantemirovskaya str. 2A, Suite 214, St. Petersburg 197342, Russian Federation.
- 1.2 **Software** means "Structure Plug-in for JIRA" computer software, developed and distributed by ALM Works.
- 1.3 **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").
- 1.4 **End-of-Life** date for Beta Version is the last date of ALM Works support for that specific version of the Software.
- 1.5 **Authorized User** means a person who accesses and uses Beta Version under a User License.
- 1.6 **User License** means a license granted under this EULA to the Licensee to permit an Authorized User to use Beta Version.

2 Grant of License

- 2.1 Upon Licensee's acceptance of the EULA, ALM Works grants the Licensee the temporary, worldwide, non-exclusive, non-transferable, limited right to use the Beta Version, subject to the following:
- 2.1.1 Licensee may:
- 2.1.1.1 Install and use Beta Version on multiple computers;
- 2.1.1.2 Permit unlimited number of Authorized Users to use Beta Version;
- 2.1.1.3 Make backup copies of Beta Version.
- 2.1.2 Licensee must not, whether through negligent act or omission, or without the prior written consent of ALM Works:
- 2.1.2.1 Sell, sublicense, redistribute (except distributing to Authorized Persons), reproduce, transmit, circulate, disseminate, translate Beta Version or reduce Beta Version to or from any electronic medium or machine readable form;
- 2.1.2.2 Decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive, any portion of Beta Version.

3 Term of License

- 3.1 Subject to the terms of this EULA and unless terminated earlier in accordance with this EULA, the term of the granted license lasts until the End-of-Life date for the Beta Version.
- 3.2 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 ALM Works.

4 No Fees

4.1 Subject to the terms of this EULA, the license for Beta Version is provided to the Licensee free of charge.

5 Ownership and Reservation of Rights

- 5.1 ALM Works reserves all rights not expressly granted to the Licensee in this EULA.
- 5.2 The Beta Version and all copies thereof are protected by copyright and other intellectual property laws and treaties.
- 5.3 ALM Works or relevant third parties own the title, copyright, and other intellectual property rights in the Beta Version and all subsequent copies of the Beta Version.
- 5.4 The Beta Version is licensed, not sold and the Licensee does not acquire any rights of ownership in the Beta Version.

6 Termination

- 6.1 This EULA between ALM Works and the Licensee is terminated in the following cases:
- 6.1.1 The EULA is terminated at the end of its term, when Beta Version reaches End of Life.
- 6.1.2 Without prejudice to any other rights and in addition to any other termination rights in this EULA, ALM Works may terminate this EULA if the Licensee fails to comply with the terms and conditions of this EULA.
- 6.1.3 The decommissioning of the Beta Version (including, but not limited to, installing another version of the Software) by the Licensee will have, as a consequence, the termination of this EULA.
- 6.2 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 Beta Version, with the exception of using the Software to export data collected by the Software.

7 Upgrade

7.1 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 over Beta Version, which is licensed under the terms of this EULA, the Licensee terminates this Agreement according to clause 6.1.3 and enters into another End-User License Agreement that comes with the installed version.

8 Infringement Indemnification

8.1 If the Beta Version becomes, or in the opinion of ALM Works may become, the subject of a claim of infringement of any third party's intellectual property rights, ALM Works may, at its option and in its discretion: (i) procure for Licensee the right to use the Beta Version free of any liability; (ii) replace or

- modify the Beta Version to make it non-infringing; or (iii) refund any License Fees related to this Beta Version paid by Licensee. The foregoing states the sole liability of ALM Works and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Beta Version or any other items provided by ALM Works under this EULA.
- 8.2 Licensee will indemnify and hold harmless ALM Works against all costs, expenses, losses and claims made against ALM Works as a result of any infringement of a third party's intellectual property rights arising from the Licensee's or its Authorized User's modification to the Beta Version or combination of the Beta Version with other products by Licensee or any of its Authorized Users.

9 Exclusion of Warranties and Limitation of Liability

- 9.1 To the maximum extent permitted by applicable law in the jurisdiction in which the Beta Version is supplied, ALM Works and its third party suppliers provide the Beta Version 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.
- 9.2 To the maximum extent permitted by applicable law, in no event shall ALM Works 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 Beta Version, the provision of or failure to provide any services, information, Software, and related content arising out of the use of the Beta Version, 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 ALM Works or any third party supplier, and even if ALM Works or any third party supplier has been advised of the possibility of such damages.

10 Miscellaneous

- 10.1 This EULA may not be amended except with the written agreement of ALM Works whose consent may be withheld in its complete discretion without any requirement to provide reasons.
- 10.2 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) ALM Works 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. ALM Works 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.

11 Governing Law

11.1 This EULA shall be governed by and construed in accordance with the substantial laws in force in the Russian Federation.

12 Entire Agreement and Severability

12.1 This EULA is the entire agreement between the Licensee and ALM Works relating to the Beta Version and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Beta Version or any other subject matter covered by this EULA.

12.2 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.

13 Survival

13.1 Clauses 2.1.2, 5, 6.1.2, 8.2, 9, 11 and 12 shall survive any termination of this EULA.

--

Should you have any questions about this EULA, please contact ALM Works Ltd at Times Center, Suite 214; St.Petersburg, 197342; Russian Federation; email: info@almworks.com, http://almworks.com

EULA v.1.0