EULA

SEQIS GmbH

No charge cloud-based applications through the Atlassian Marketplace

effective as of 2023-05-01

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Licensee may contact the Licensor for support purposes. However, Licensee is aware of and agrees that Licensor shall not be obligated to rectify defects in the Software.

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You may terminate your license to the Software at any time by ceasing your access to the Software.

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Your License to the Software shall automatically terminate if

- the Software is no longer offered on the Atlassian Marketplace;
- a new version of the Software is offered on the Atlassian Marketplace;
- you fail to comply with the terms of this EULA.

Upon termination of your License, you are required to remove all Software from your cloud instance. If the reason of termination is a new version, you may upgrade to it.

9. Confidentiality.

You agree that all code, inventions, know-how, business, technical and financial information and any other information in connection with Software disclosed to you by Licensor constitute the confidential property of Licensor ("**Confidential Information**"). Any intellectual property, the underlying technology, and any performance information relating to the Software shall be deemed Confidential Information without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any Confidential Information. Your nondisclosure obligation shall not apply to information that you can document: (i) was rightfully in your possession or known to you prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of your own; (iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; or (iv) is independently developed by you or your employees who had no access to such information. You may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to Licensor). You acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by you, Licensor shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of the Software.

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The EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Austria without giving effect to the rules of the private international law and the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute arising out of or in connection with this EULA, or in future agreements resulting therefrom, shall be exclusively resolved before the commercial court located in Vienna, Austria.

11. Severability

If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this EULA will remain in full force and effect.

12. No Waiver

No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.

13. Revisions to EULA

Licensor may update, modify or amend (together, "Revise") this EULA from time to time, including any referenced policies and other documents. For the avoidance of doubt, any use of the Software is subject to the version of the EULA in effect at the time of the use.

14. Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. This EULA may not be modified or amended by you.

15. Contact Information

For communication concerning the Software contact SEQIS GmbH for:

- Journey to Rome journeytorome@razzfazz.io

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