



# Polymetis GmbH EULA

## 1. Introduction

Unless otherwise indicated, the App is the property of Polymetis GmbH. The software and services provided by Polymetis GmbH are at all times subject to these terms and conditions. By using the app you confirm your acceptance of, and agree to be bound by, these term and conditions. These terms and conditions shall constitute the agreement between you and Polymetis GmbH ("this Agreement").

## 2. Agreement to Terms and Conditions

This Agreement takes effect on the date on which you install the app into any JIRA installation.

## 3. Payment and License Duration

You agree to pay the applicable Fees in advance directly to Atlassian as required to enable you and your Authorised Users to access and use the Software. Payment of such fees will be in accordance with the applicable Atlassian Terms. Polymetis GmbH's pricing structure or payment methods may be amended from time to time at its sole discretion. This license is a monthly or annual subscription, based on your purchase order. In case of you breaking any part of this license, you lose all rights under the license.

## 4. Disclaimer

It is not warranted that any software supplied by Polymetis GmbH will meet your requirements or that its operation will be uninterrupted or error free. Polymetis GmbH 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.

## 5. Warranties and Limitation of Liability

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

where possible, assign the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Polymetis GmbH.

- 5.2. Except in respect of death or personal injury caused by Polymetis GmbH's negligence, Polymetis GmbH shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Polymetis GmbH's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by Polymetis GmbH. Polymetis GmbH 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.
- 5.3. Any estimates given by Polymetis GmbH 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. Polymetis GmbH 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 Polymetis GmbH are deemed liable to you for breach of this Agreement, you agree that Polymetis GmbH's liability is limited to the amount actually paid by you for your services or software, which amount calculated in reliance upon this clause. You hereby release Polymetis GmbH from any and all obligations, liabilities and claims in excess of this limitation.

## 6. Notices and Consents

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

## 7. Assignment of Rights

You shall not assign this Agreement or any benefits or interests arising under this Agreement without Polymetis GmbH's prior written permission, such not to be unreasonably withheld.

## 8. Ownership

The ownership of marketing materials, any software or electronic media, methodologies, strategies, research and designs shall remain with Polymetis GmbH. Polymetis GmbH 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. Polymetis GmbH provides permission for vector and raster representations within the software that it owns to be combined with the representation that the author has created and for the combined result to be persisted in either vector and/or raster format. You may use such graphically persisted representation that you create for any purpose that does not interfere with the business operations of Polymetis GmbH.

## 9. General Terms and Law

This Agreement is governed by the laws of England and Wales. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and Polymetis GmbH as a result of your use of these services. You agree not to hold yourself out as a representative, agent or employee of Polymetis GmbH. You agree that Polymetis GmbH will not be liable by reason of any representation, act or omission to act by you. Polymetis GmbH'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 Polymetis GmbH's right to comply with law enforcement requests or requirements relating to your use of Polymetis GmbH or information provided to or gathered by Polymetis GmbH with respect to such use.

## 10. Severability

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them 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).

## 11. Entire Agreement

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them 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). This Agreement constitutes the entire agreement between Polymetis GmbH and you with respect to your use of services, software and/or goods



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provided by Polymetis GmbH, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between Polymetis GmbH 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 Polymetis GmbH by conventional mail unless you are otherwise notified shall be:

Polymetis GmbH  
Bergeshöveder Str. 64  
48477 Hörstel  
Germany