

# End User License Agreement

## Christoph Piotrowski - PM Consulting

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[www.mirrorlake.eu](http://www.mirrorlake.eu)

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# Introduction

This Customer Agreement is a legal agreement between the Licensee (either an individual or a single legal entity) whose details are provided to the Licensor upon purchase and Christoph Piotrowski (“Licensor”) to use the Software.

This Agreement applies from the date when the Licensee receives the Software from a Reseller or the Licensor (“Purchase”). The Licensee agrees to be bound by the terms of this Agreement by installing, copying, downloading or otherwise using the Software. If the Licensee does not agree to the terms of this Agreement, it may not install, copy, download or otherwise use the Software. For the Trial Period free of charge the provisions in Appendix A shall apply.

By installing and using the Software the Licensee assures that it will use the Software only in the pursuit of its commercial, academic or self-employed professional activities.

## 1 Definitions

**Atlassian Software:** A Software developed by Atlassian i.e. Jira, Confluence, Bitbucket.

**Authorized User:** A named person (Named User License Model) who accesses and uses the Software under this Customer Agreement. The number of Authorized Users may not exceed the number of licensed users via the Atlassian Marketplace.

**Documentation:** The complete factual and technical description of the Software.

**License Fee:** The remuneration for the use of the Software pursuant to sec. 6.1.

**Maintenance Term:** The first twelve (12) months after the conclusion of this Customer Agreement.

**Reseller:** A third-party seller and distributor of Products under authorization from the Licensor.

**Software:** The Licensor’s standard software products. Its main technical features are described at <https://marketplace.atlassian.com/vendors/1211534/mirrorlake-software>. The Software is an add-on to an Atlassian Software (for details, see the technical description).

## 2 Obligations of the Licensor

2.1 The Licensor will provide the Licensee with the Software. The Licensor shall provide the Software in an executable form (object code). The Licensor will deliver the Software by making it available for download on the Atlassian Marketplace. The Licensee is not entitled to be provided with the source code.

2.2 The installation of the Software shall be conducted by the Licensee.

### **3 Obligations of the Licensee**

3.1 The installation of the Software shall be conducted by the Licensee.

3.2 If the Licensee requests support in case of defects, the Licensee shall send the Licensor detailed error reports and shall assist the Licensor comprehensively and at the Licensee's own expense with the error analysis and rectification.

3.3 The Licensee is obliged to accept, install and launch all new versions of the Software, updates, patches, etc. provided by the Licensor for error or defect rectification.

3.4 The Licensee shall install without delay, at the latest within 30 calendar days update packages provided by the Licensor to fix security issues or bugs.

3.5 The Software can be downloaded using the Atlassian Marketplace. This includes that the Licensee accepts the Atlassian Marketplace Terms of Use:

<https://de.atlassian.com/licensing/marketplace/termsfuse>

### **4 Rights of Use**

4.1 The Licensor shall grant to the Licensee a worldwide and non-exclusive right of use of the Software – solely on hardware systems owned, leased or controlled by the Licensee – for the term of and pursuant to this Customer Agreement.

4.2 The right of use is limited to the number of Authorized Users.

4.3 The Licensee obtains the right of use after payment is received by the Licensor.

4.4 The Licensee may purchase additional user licenses at any time on payment of the appropriate fee to the Reseller or the Licensor. The Licensee is aware that the number of Authorized Users must be equal or higher to the number of Authorized Users of the respective Atlassian Software; otherwise the Software will no longer function.

4.5 The Licensee is authorized to create the backup copies required for a safe operation of the Software. The backup copies shall be stored in a secure place. Copyright notices and marks shall not be deleted, modified, and/or eliminated. Copies that are no longer needed shall be deleted or destroyed.

4.6 All forms of exploitation, in particular, the renting, lending and distribution in physical or immaterial form, use of the Software by and on behalf of third parties (e.g., by outsourcing, hosting, software as a service) are not permitted without the prior written consent of the Licensor.

4.7 The Software can include Open Source software components to the extent that this does not interfere with the contractual use of the Software. Open Source software that the Licensor provides to the Licensee is primarily subject to the corresponding Open Source license terms and conditions that are described in the Documentation pages of the Software.

## 5 Intellectual Property and Ownership

5.1 The Software is legally protected. The Licensor is the sole owner of any copyrights, patent rights, trademark rights and any other ancillary copyrights in and to the Software.

5.2 The Licensor shall at all times retain ownership of the Software as originally downloaded by the Licensee and all subsequent downloads of the Software by the Licensee. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) is and shall remain the property of the Licensor. The Licensor has and retains all rights, titles, and interests, including all intellectual property rights, in and to the Software (including all No-Charge products), its “look and feel”, any and all related or underlying technology, and any modifications or derivatives.

## 6 Payment and Payment Terms

6.1 The Licensee shall make an upfront payment of the License Fee for the respective contract term to the Reseller in accordance with the platform’s terms of use which are described here:

<https://de.atlassian.com/licensing/marketplace/termsfuse>

6.2 The Licensor may require additional reasonable compensation for additional expenditure caused by the Licensee’s conduct in breach of contractual obligations or by the Licensee’s failure to cooperate at all, in good time or as agreed, by the Licensee’s use of the Software contrary to the intended purposes or the terms this Customer Agreement, or by the subsequent amendment or expansion of performance demands by the Customer. This shall not apply where the Licensee is not responsible for the additional expenditure.

## 7 Maintenance and Support

7.1 The Licensee will be able to use a Software that works as advertised in the Platform and described in the Documentation.

7.2 A new version of the Software of equal value or the previous version of the Software of equal value and without defects shall have to be accepted by the Licensee if it can be reasonably expected to do so.

7.3 The Licensor makes available new releases of the Software from time to time at its own choice. It may happen that new releases do not contain all functionalities of previous releases or do not have full downward compatibility to previous versions of the Software. The Licensee can decide at its own choice to use new releases, unless sec. 3.3 or sec. 3.4 apply. In case the Licensee uses new releases this Agreement applies to such releases as well. Bugs will be fixed by releasing a new version of the Software which contains the fix.

7.4 The Licensor delivers limited product support without specific reaction times.

7.5 The Software might be used as a plugin or addon within other Software packages such as Atlassian Jira or Microsoft Excel. Compatibility to versions of such other Software packages is specified on the Software details page at the Atlassian marketplace.

7.6 The Licensor will provide updates of the Software to keep compatibility to future Releases of other Software packages at his own choice and timing.

## **8 Disclaimer of Warranty (Gewährleistung)**

8.1 There is no warranty for the Software, to the extent permitted by applicable law. Except when otherwise stated in writing the copyright holders and/or other parties provide the program “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Software is with the licensee. Should the Software prove defective, Licensee assumes the cost of all necessary servicing, repair or correction.

## **9 Limitation of Liability**

9.1 In no event unless required by applicable law or agreed to in writing will the Licensor be liable to the Licensee for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the Software (including but not limited to loss of data or data being rendered inaccurate or losses sustained by the Licensee or third parties or a failure of the program to operate with any other programs), even if such holder or other party has been advised of the possibility of such damages.

### **Interpretation of Sections “Disclaimer of Warranty.” and “Limitation of Liability.”**

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Software, unless a warranty or assumption of liability accompanies a copy of the Software in return for a fee.

## **10 Confidentiality and Data Protection**

10.1 The parties agree to treat in confidence, also beyond the end of this Customer Agreement, all Confidential Information, of which they obtain knowledge or which is provided to them prior to or during performance of the contract by the other party, unless such Confidential Information becomes publicly known without a breach of the confidentiality obligation. The parties shall keep and safeguard Confidential Information in a manner that excludes access by third parties. The Licensee shall only enable access to Confidential Information for those employees and authorized persons who require such access in order to perform their work responsibilities. Such persons shall be instructed about the confidentiality obligation.

10.2 Details for personal data processing are described in the privacy policy which is linked on [www.mirrorlake.eu](http://www.mirrorlake.eu) and can be found in English language here: [http://mirrorlake.eu/mirrorlake\\_info.html#privacy\\_en](http://mirrorlake.eu/mirrorlake_info.html#privacy_en)

## 11 Choice of Law and Venue

This Customer Agreement shall be governed exclusively by German law excluding its conflict of laws rules and the UN Sales Convention (CISG). Exclusive venue for both parties shall be the registered office of the Licensor.

## Appendix A - Trial Period

The Licensee may test the Software free of charge for a period of 30 days (“Trial Period”) by downloading the Software from the Atlassian Marketplace. With the expiry of the Trial Period the Software will automatically stop functioning.

The following provisions shall apply to the Trial Period:

1. The Licensor is not obliged to any maintenance or support. The statutory provisions of the German Civil Code shall apply in respect of the Licensor’s warranty and liability obligations.
2. The Licensor grants the Licensee a worldwide, non-exclusive, right of use of the Software for 30 days - solely on hardware systems owned, leased or controlled by the Licensee.
3. The right granted to the Licensee pursuant to no. 2 of this Appendix A shall commence with the download of the Software.
4. The Licensee shall not be entitled to transfer the Software or any parts thereof to a third party.

## Contact Details

If you have any questions or concerns, feel free to contact us at any time.

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Privacy Policy: [http://mirrorlake.eu/mirrorlake\\_info.html#privacy\\_en](http://mirrorlake.eu/mirrorlake_info.html#privacy_en)