

# END USER LICENSE AGREEMENT (EULA)

1. DECOY IT s.r.o. (**the Publisher**) is the licensor of the on-demand application and downloadable software application External Attachments (**the Marketplace Product**) that interoperate with applicable Atlassian Products (as defined in the [Atlassian Marketplace Terms of Use](#)).
2. This Agreement is effective as of the date you first download the Marketplace Product (the "Effective Date"). This Agreement do not have to be signed in order to be binding. You indicate your assent to this Agreement by downloading the Marketplace Product.
3. The Publisher grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Marketplace Product only on hardware systems owned, leased or controlled by you.
4. Licenses granted by Publisher are granted subject to the condition that you must ensure the maximum number of Authorized Users that are able to access and use the Marketplace Product concurrently is equal to the number of User Licenses for which the necessary fees have been paid to Atlassian and/or its authorized partners (each, an "**Atlassian Expert**"). You may purchase additional User Licenses at any time on payment of the appropriate fees to Atlassian or an Atlassian Expert. "**User License**" means a license granted under this EULA to you to permit an Authorized User to use the Marketplace Product. The number of User Licenses granted to you is dependent on the fees paid by you. "**Authorized User**" means a person who accesses and uses a Marketplace Product under the EULA and for which the necessary fees have been paid to Atlassian and/or an Atlassian Expert.
5. Any information that Publisher collects from you or your device will be subject to the privacy notice, or similar terms that the Publisher provides to you. You agree that Publisher may collect and use technical data and related information, including without limitation, technical information relating to your device, system, the Marketplace Product, that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts and other services to you related to the Marketplace Product. Publisher may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technology to you.
6. You may not modify, reverse engineer, decompile or disassemble the Marketplace Product in whole or in part, or create any derivative works from or sublicense any rights in the Marketplace Product, unless otherwise expressly authorized in writing by Publisher.
7. The Marketplace Product is protected by copyright and other intellectual property laws and treaties. The Publisher or its licensors own all title, copyright and other intellectual property rights in the Marketplace Product, and the Marketplace Product is licensed to you directly by the Publisher, not sold.

8. You will defend, indemnify and hold harmless the Publisher from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to any claims or disputes brought by your End Users arising out of their use of the Marketplace Product. This indemnification obligation is subject to you receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense or settlement of such claim and (c) all reasonable necessary cooperation by us at your expense.

9. We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Marketplace Product. THE MARKETPLACE PRODUCT, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND THE PUBLISHER EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THIS AGREEMENT, WE DO NOT WARRANT THAT YOUR USE OF THE MARKETPLACE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE MARKETPLACE PRODUCT NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT THE PUBLISHER DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. THE PUBLISHER WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL.

10. The Publisher may modify this Agreement from time to time by posting the modified EULA on the Atlassian Marketplace.

11. This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Slovak Republic.

12. This Agreement is effective from 1.4.2019

13. For communications concerning this Agreement, please write to [support@decoy.sk](mailto:support@decoy.sk).