

EULA (Version: 06.Nov.2024)

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Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

Application means the software product named **Performance Objectives: Charts & Reports for Jira Dashboards**, designed to interoperate with Atlassian products and listed in the Atlassian Marketplace, that You install on Your **Instance**.

Company (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to **DevAcrobats Ltd.** (formerly Nara Syst Ltd.), 47A “Cherni Vrah” Blvd., floor 4 and 5, 1407 Sofia, Bulgaria.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by You or through the Application, regardless of the form of that content.

Country refers to: Bulgaria.

Instance means Jira Cloud, Jira Server, or Jira Data Center instance on which You installed the Application.

Third-Party Services means any services or content (including data, information, applications, and other products services) provided by a third-party that may be displayed, included, or made available by the Application.

You means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Acknowledgment

By downloading, installing or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the “I Agree” button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Company is solely for your non-commercial purposes strictly in accordance with the terms of this Agreement.

License Restrictions

ou agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Application or make the Application available to any third party.
- Copy or use the Application for any purpose other than as permitted under the above section 'License'.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Application.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement, and discharge of any claim that the Application or your use of it infringes any third-party intellectual property rights.

Suggestions Provided by You

Any feedback, comments, ideas, improvements, or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Your Data

Your Content

The Company is not responsible for the entries, information, or content of the Application's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using your account.

Data Privacy

Any information we collect and / or process about you is subject to our COOKIE AND PRIVACY POLICY which is published on our website ([Cookie and Privacy Policy](#)) and on our App listing page on the Atlassian Marketplace. By using the Application, you agree to the terms of our COOKIE AND PRIVACY POLICY.

Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades, and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company provides support for Performance Objectives: Charts & Reports for Jira Dashboards application as described in our [Service Level Agreement \(SLA\)](#).

Third-Party Services

The Application may display, include, or make available third-party content (including data, software, applications, and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. You access and use them (third-party services) entirely at your own risk and subject to such third parties' Terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

The Company reserves the right to immediately terminate this Agreement, without prior notice from the Company, if you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your Jira Instance.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device or Jira Instance.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company’s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such a warranty.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the last subscription cycle amount actually paid by You for the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever

(including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall remain in effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

The Company does not make any warranties concerning the Application.

Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 15 days' notice (by posting the new/revised version on the [app listing page on the Atlassian Marketplace](#) and on our website <https://performance-objectives.com/>) prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Use of Logo

You grant us the right to use your company or organization name and logo (whether registered or unregistered in any format) in our marketing, sales, financial, and public relations materials, and other communications solely to identify you as a customer.

You can revoke that right at any time (including before you make a purchase) by submitting a written request via email to office@devacrobats.com, requesting exclusion from future promotional material. Requests made after purchase may take thirty (30) days to process.

Governing Law and Jurisdiction

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

All disputes arising between the parties in connection with the Application provided by the Company will be resolved through negotiations, in a spirit of understanding and good faith. In case no agreement is reached, the disputes will be resolved by the competent Bulgarian court.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- On email: office@devacrobats.com
- With ticket in [DevAcrobats Customer Portal](#)