

# i4ware Software License Agreement - Timesheet and Gantt Chart for Jira

June 2010

**i4ware Software** provides services and products for Application Lifecycle Management and Software Development. This Software License Agreement shall govern the use of i4ware – Timesheet and Gantt Chart for JIRA (“Software”). The Software is a separate software component which works in conjunction with various third-party software products to provide additional or enhanced functionality to such third-party software products.

All the provisions of these Software License Agreement terms and conditions (“Agreement”) shall apply between you, either an individual person or a single legal entity (“Customer”, “you” or “your”) and i4ware Software (“i4ware”, “we,” “us” or “our”). The terms and conditions of this Agreement apply to your access and use of the Software, including any information, materials and updates that i4ware makes available to you as part of, or in connection with the Software. This Agreement constitutes the entire agreement between i4ware and you concerning your use of the Software. By accessing, downloading or using the Software, you accept the terms and conditions of this Agreement. If you do not accept them, you are not allowed to use the Software.

## Software License

### Software

The Software, including but not limited to the code, updates, sample programs, license keys, associated files and documentations (collectively, the “Software”), is owned by I4ware and is protected by international copyright and other laws.

The Software is licensed to you, not sold, and may be used by you only in accordance with the terms and conditions of this Agreement.

Any reproduction or redistribution of the Software not in accordance with this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties.

### License Grant and Restrictions

Subject to these terms and conditions, I4ware grants Customer a world-wide, nontransferable and nonexclusive license to use the Software together with the documentation related hereto for the license fee paid by the Customer, without deduction or offset. The Software may be used in conjunction with various third-party software products to provide additional or enhanced functionality to such third-party software products.

Customer shall not deliberately or negligently, nor shall it allow others to: (i) modify, translate, de-compile, disassemble or otherwise reverse engineer the Software or attempt to discover its source code, algorithms, license restrictions, architecture or structure; (ii) distribute, disclose, sell, rent, lease, display, loan, publish, transfer, or otherwise disseminate the Software to any third party; or (iii) use the Software except as expressly authorized herein.

Customer shall not copy the Software (except for the purposes of this Agreement and for back up or archival purposes only) without the express written prior permission of I4ware. If Customer outsources any of its work, it will not provide copies of the Software to outsource contractors without the express written permission of I4ware.

To safeguard the Software, Customer shall take at least the same steps it would take to protect its own valuable properties but, in any event, those steps which would reasonably be taken in the industry to protect valuable properties such as the Software. Customer shall further ensure that all persons authorized to have access to the Software do not take any action which would be prohibited by this Agreement if taken by Customer.

All rights not expressly granted to Customer in this Agreement are hereby reserved by I4ware.

### Software Delivery

I4ware shall provide via internet delivery (electronic software distribution) to Customer one (1) executable copy of the Software including copies of the documentation, and alphanumeric code(s) referred to as license keys which are necessary to enable, or “turn on”, the Software for use during the term of a license.

Delivery date of the Software from I4ware to Customer or confirmation of Software payment receipt is the Effective date of this Agreement and shall be made part of this Agreement and incorporated hereto.

### Commercial License

If Customer has purchased a Commercial User License, such license authorizes Customer to load and run the current version of the Software on one (1) server. This license is valid for one specific, number of unique persons. Customer must purchase a Commercial License for each named user working with the Software. The total number of users may not exceed the total number of users purchased by Customer.

### Open Source Project License

I4ware offers licenses for a qualified Open Source Project determined solely by I4ware. The Open Source license may not be shared with or utilized by any person who is not a member of the Open Source Project. The Open Source Project License is annually renewed by the Customer. The Open Source Project License is a Named User License subject to all the terms and conditions of above. The Open Source Project License is free of charge.

### Education License

I4ware offers licenses for educational use in colleges, universities, or recognized educational institutions as a part of educational instruction, assignments, or non-commercial research projects. The Education license may not be shared with or utilized by any person who is not an instructor, student, or employee at the colleges, universities, or recognized educational institutions. The Education License is annually renewed by the Customer. The Education License is a Commercial License subject to all the terms and conditions of above. The Education License is half from list price.

### Starter License

I4ware offers licenses for startups with 10 users' license. Starter License shall include support like all other licenses.

### Free 30 days trials

These also includes a free support and also bug fixes, new feature request, etc. You can do up to 6 free trials and if need extended trial instead you generating these 6 trials your self each month you need to contact Atlassian or Atlassian Solution Partner from who you want to purchase our software.

### Records and Audit

Customer agrees to maintain accurate records as necessary to verify Customer's compliance with this Agreement and the use restrictions on the Software contained herein. Upon provision by I4ware of at least ten (10) business days prior written notice, Customer shall provide to I4ware or its designated representative, access to such records solely in order to verify such compliance. If an audit reveals that Customer has exceeded the scope of its license (i) Customer shall pay the reasonable costs and expenses of such audit, and (ii) Customer shall pay for any such excess use (based on the license fees for the number of unauthorized users or licenses and the allocable software support and maintenance due for such) together with interest thereon at a rate of 1.5% per month, or the highest rate allowed by law, whichever is less. The unauthorized licenses will be thereafter included under software support and maintenance.

## Software and Intellectual Property Rights

## Ownership

I4ware represents that it either: (i) owns the Software and that it has the right to modify the same and to grant Customer a license for its use, or (ii), in the case of proprietary software and/or databases belonging to others which are provided to Customer by I4ware in connection with the Software, the same are licensed or sublicensed to Customer pursuant to the terms and conditions of the applicable license(s) provided with same, and I4ware has the right to utilize the same in the Software and to sub-license its usage to Customer.

## Title to Software

The Software and all copies thereof are proprietary to and are the property of I4ware or others who have licensed their proprietary information to I4ware for utilization and inclusion in the Software ("Licensors"), and title thereto remains with I4ware or its Licensors. Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information as defined in Section 6 of this Agreement.

This Agreement does not grant to Customer any ownership rights in the Software or in any derivative work based in whole or in part upon the Software. Customer agrees that any derivative work based in whole or in part upon the Software shall be considered a "derivative work" for purposes of applicable law, and all rights thereto shall belong to I4ware. Customer agrees that neither it nor any of its employees, agents, contractors, consultants, or affiliated entities will claim any patent, copyright, trademark, service mark, or "moral rights" with respect to the Software or any work based in whole or in part upon it, nor will it challenge or attempt to defeat I4ware's rights with respect to the same. Customer shall not remove or change any notices of patents, copyrights, trademarks or other proprietary rights of I4ware or any other person or entity on the Software, on its documentation or any written material concerning it, or on any media containing the Software. Customer shall cause any copy of the Software properly made pursuant to this Agreement to bear all such notices as appear on the originals of the Software.

## No Warranty

Save as provided below, Software is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that I4ware does not warrant that the Software will be error-free, complete, or correct. I4ware provides evaluation copies of the Software so that Customers can assess the Software.

## No Infringement

The Software will not infringe upon the rights of any third party. In the event of a claim of or action with regard to infringement, I4ware will defend any action at its own expense. If Customer is barred from using the Software because of infringement, or if it appears likely that such will occur, I4ware shall, at its expense and at its sole discretion, (a) procure for Customer the right to continue using the Software, (b) modify the Software so that it does not infringe upon the rights of third parties, or (c) refund to the Customer the Software license fee paid, at which time Customer shall cease use of the Software and return all copies of it to I4ware.

I4ware shall have no obligation to do any of the foregoing if the infringement or claim is the result of (i) use of the Software with equipment or other software not furnished by I4ware, and the infringement or claim results from such use; (ii) modification or alteration of the Software by Customer, and the infringement or claim results from such modification. Customer shall indemnify, save and hold harmless I4ware from any claim or infringement arising from work specified or designed by Customer. THE FOREGOING STATES I4WARE'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT BY THE SOFTWARE OR ANY PART THEREOF OR ITS' OPERATION.

## **Term and Termination**

Either party may terminate this Agreement on written notice to the other party at any time, without prejudice to any other remedy it might have, if: a) The other party commits a material breach of this Agreement; or b) The other party becomes insolvent, is unable to pay its debts when due, or files for protection from its creditors, files a bankruptcy or insolvency proceeding, or has an involuntary bankruptcy or insolvency proceeding filed against it, or ceases to carry on business or a substantial part thereof.

Either party will have thirty (30) days to remedy a) or b) above. Termination in any event shall not relieve Customer of its obligations regarding the Confidentiality provisions contained in this Agreement.

## **Payments**

### Payment Terms

Customer will pay the License Fee within thirty (30) days after the Effective Date. All payments are non-refundable. Prices shown do not include any duties, sales, use, excise or similar taxes. All taxes shall be added to prices shown and Customer agrees to pay same. If Customer is exempt from paying such taxes or duties at the time such taxes or duties are levied or assessed, Customer can provide I4ware with tax exemption certificates and related documents as required by federal, state, or local laws or regulations to enable the Customer to obtain a tax or duty non-payment, deferral, refund or credit.

Customer orders are accepted only by a duly authorized officer of I4ware and executed by evidence of Software delivery, which date shall be made part of this Agreement and incorporated hereto. Customer agrees to make full payment of invoices in the manner agreed to in the invoice (such as currency in which payment is to be made, how payments by wire transfer or cheque are to be made, etc.) within thirty (30) days of the date of the invoice. In addition to other available remedies, a late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. Customer agrees to pay all cost of collection, including attorney's fees, incurred by I4ware.

## **Support and Maintenance**

### **Basic Support and Maintenance**

#### Services

Basic Software support and maintenance services is free included in software License Fee. Customer may purchase Advanced support and maintenance separately that means non-email support or non-support on our web-site, etc. i.e i4ware Software installs a software to customers server, etc.

### **Advanced Support and Maintenance**

## Services

No Advanced Software support or maintenance services are provided with the License Fee of the Software. Customer may purchase Software support and maintenance separately.

Software support and maintenance services will be the obligation of I4ware and will be provided by I4ware or its designee(s). Software Support and Maintenance includes I4ware's provisioning to Customer of Software updates made generally available to Customers from time to time, and online technical support (and where applicable, phone support) to one Customer-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Software.

If Customer obtains an update of a version of the Software that Customer previously licensed, the update shall become part of the Software originally licensed from I4ware. Customer shall possess only a single license to use the Software with the incorporated update(s), not two separate licenses.

Any modifications not authorized by I4ware in writing made to the Software by Customer are prohibited. Correction by I4ware of difficulties or defects traceable to Customer's errors or systems changes shall be billed at I4ware's standard time and material charges.

## Fees and Renewal

Software support and maintenance renewal fees are paid annually in advance. The initial or subsequent Software support and maintenance service may be renewed for additional 12, 24, or 36 months at the then-current rate for Software support and maintenance. Renewal periods commence upon the expiry date of the prior Software support and maintenance valid period, regardless of when the renewal is purchased.

If Customer terminates software support and maintenance services, or fails to pay the software support and maintenance services fees when they become due, then I4ware will not provide software support and maintenance services. In order to reinstate software support and maintenance services, Customer will pay I4ware the software support and maintenance services fees for the current year forward, plus any software support and maintenance services fees that were not paid for all prior years and/or portions of prior years. Without limiting any of the above provisions, in the event of termination as a result of customer's failure to comply with any of its obligations under this Agreement, Customer shall continue to be obligated for any payments due.

I4ware may terminate software support and maintenance services at any time upon ninety (90) days notice, and in such event, I4ware will refund a pro rata portion of that year's software support and maintenance services fee received from Customer.

All prices are subject to change. If the prices change, i4ware shall give the User at least 30 days' notice. The notice may be provided on the i4ware website [www.i4ware.fi](http://www.i4ware.fi), by email or by posting on the Service.

## **Basic and Advanced Support Covers**

### Third Party Services

Consistent with the Software Warranties section of this Agreement, the sole responsibility of I4ware with respect to third party software is to pass through any warranties extended by the third-party.

## Obligations and Liabilities of the Customer

### **User restrictions and Customer warrants**

In order to use the Software provided by i4ware the following restrictions on Customer shall apply:

1. The Customer represents and warrants that he/she is a natural person of legal age or a legal entity validly registered in its jurisdiction.
2. The Customer agrees to provide its full legal name, a valid email address and other information requested.
3. The Customer represents and warrants to have full power and authority to enter into this Agreement with i4ware directly or on behalf of a legal entity.

The Software may not be used for any illegal or unauthorized purpose. The Customer agrees not to, in the use of the Software, violate any laws in its jurisdiction (including but not limited to copyright laws).

### **Receiving notifications**

Notifications sent by i4ware to the Customer shall be deemed duly served when the notices are sent by email to the email address provided by the Customer during registration or through modification of the User Account information thereafter. In cases where notices are delivered on the Service or on a named web address, the notices shall be deemed duly served once such posting has occurred.

## Amendments to this Agreement

i4ware reserves the right to change or modify the terms and conditions provided in this Agreement at its sole discretion. Changes shall be effective immediately upon notice to the Customer by email or posting at [www.i4ware.fi](http://www.i4ware.fi). Continued use of the Software after changes or modifications to this Agreement constitutes the acceptance of the Customer and of said changes. It is recommended that the Customer review the most current version of these terms and conditions regularly at [www.i4ware.fi](http://www.i4ware.fi).

## Force Majeure

Neither i4ware nor the Customer shall be liable for any delay or failure in performance due to extraordinary event or circumstance beyond the control of the parties such as acts of God, earthquake, labor dispute, supply shortage, riot, war, fire, epidemic, transportation difficulty or other understood event of force majeure. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

## Governing laws and disputes

This Agreement and the relationship between i4ware and the Customer shall be construed, governed and enforced in accordance with the laws of Finland without giving effect to its choice of law provisions.

All disputes arising out of or in connection with this Agreement and with the relationship between i4ware and the Customer shall be submitted to the exclusive jurisdiction of the Helsinki District Court, Finland.

## Attachments

[Data Processing Agreement - Timesheet and Gantt Chart for Jira](#)