

Product Terms of Use

Last updated March 2019

Limbr Labs (sometimes referred to as “**We**”, “**Us**”, or “**Our**”) is a provider of cloud-based software applications (“**Apps**”) designed to interoperate with applicable cloud-based software applications manufactured by Atlassian Pty Ltd. (“**Atlassian Apps**”). The Apps, together with related documentation (“**App Documentation**”) and support services (“**App Support**”), are collectively defined in the Terms (defined below) as the “**Products**”.

Your use of the Products is subject to these Terms of Use (the “**Terms**”). The term “you” or “your” as used in these Terms refers to all individuals and/or entities accessing or using the Products for any reason. If you do not agree to these Terms, you agree not to access or use the Products. If you are agreeing to these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

Please read carefully. Your use of the Products is deemed to be your agreement to abide by these Terms. We may modify these Terms at any time by publishing revised Terms on Our [website](#) or [Atlassian Marketplace vendor listing](#). Your use of the Products constitutes your binding acceptance of these Terms, including any modifications that We make. You are responsible for regularly reviewing these Terms and the Products for any changes. If We notify you of any changes to any portion of these Terms or the Products, your only remedy is to terminate your use of the Products. Your continued use of the Products after any such change to the Products or these Terms constitutes your acceptance to any such change.

1. Atlassian Marketplace

The Products are sold and distributed primarily via the [Atlassian Marketplace](#) (“**Atlassian Marketplace**”), an internet site owned and operated by Atlassian Pty Ltd. Your use of the Atlassian Marketplace is governed solely by the Atlassian Marketplace [Terms of Use](#) (“**Atlassian Marketplace Terms**”). Section 3 of the Atlassian Marketplace Terms refer to the Terms as “*Vendor Terms*” and the Apps are “*Third Party Apps*”..

2. Your Account

2.1. To use the Products, you must register and maintain an active [Atlassian Account](#) (“**Atlassian Account**”). Relevant information from your Atlassian Account may be made available to Us via the Atlassian Marketplace and/or Atlassian Apps to facilitate your use of the Products.

2.2. You may additionally be required to register a separate account with Us (“**Limbr Labs Account**”). If We request such registration information from you, you will provide Us with true, accurate, current and complete information, and you will promptly update this

information to keep it accurate, current and complete. If We issue you a username, password, or other account credentials, you may not reveal such credentials to anyone else.

2.3. Your Atlassian Account together with your Limbr Labs Account are collectively referred to in the Terms as **“Your Account”**. You may not use anyone else’s account to access or use the Products. You are responsible for maintaining the confidentiality of Your Account. You are responsible for all actions take through Your Account. We will not be responsible for the loss or damage that may result if you fail to comply with these requirements.

2.4. We may use the contact information that you provide during registration of Your Account to send you notices or otherwise communicate with you regarding your use of the Products.

3. Product Fees, Pricing & Orders

3.1. Some of the Products may, from time to time, require payment of fees (the **“Paid Products”**), while others may be offered at no charge, including but not limited to pre-purchase evaluation periods for Paid Products (the **“Non-Paid Products”**). You shall pay all applicable fees for the Paid Products and any related taxes or additional charges.

3.2. We may change Our prices for Paid Products at any time. To the extent applicable, We will provide you reasonable notice of any such pricing changes by posting the new prices on Our [website](#) or [Atlassian Marketplace vendor listing](#), or by notifying you directly via Your Account. If you do not wish to pay the new prices, you may choose not to purchase or renew, or to cancel, the applicable Paid Products prior to the change going into effect.

3.3. You may purchase Paid Products by placing an Order via the Atlassian Marketplace (**“Marketplace Order”**). Section 2 of the Atlassian Marketplace Terms refer to a Marketplace Order as an **“Order”** and a Paid Product as a **“Paid App”**. Terms and conditions relating to Marketplace Orders, including but not limited to renewals, returns and refunds, and trial periods, are as provided for by the Atlassian Marketplace Terms.

3.4. Your Marketplace Order will specify the particular Paid Products to be licensed, the applicable fees, and the authorized scope of use of the Paid Products including but not limited to the subscription term during which your license will be valid and the number of authorized users.

4. License Grant

4.1. For Paid Products, We grant you a non-exclusive, non-transferable, non-sublicensable right to access and use the Paid Products specified by your Marketplace Order according to the authorized scope of use defined therein, solely for your personal business purposes and to perform those functions described in the related App Documentation.

4.2. For Non-Paid Products, We grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Non-Paid Products, subject to any additional

terms specified by Us. You may not use Non-Paid Products for competitive analysis or similar purposes. We may terminate your right to use Non-Paid Products at any time and for any reason at Our sole discretion, without any liability to you.

4.3. Your use of Non-Paid Products for the purpose of pre-purchase evaluation is permitted only during the evaluation period specified by Us. Upon expiration of the evaluation period, you must place a Marketplace Order for the Paid Products and pay the applicable fees, or immediately terminate your use of the Non-Paid Products.

4.4. You are authorized to use the Products only in object code form as hosted by Us on Our servers. In no event will You disassemble, decompile, or reverse engineer the Products or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (a) converting the Products from a machine-readable form into a human-readable form; (b) disassembling or decompiling the Products by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (c) examining the machine-readable object code that controls the Product's operation and creating the original source code or any approximation thereof by, for example, studying the Product's behavior in response to a variety of inputs; or (d) performing any other activity related to the Products that could be construed to be reverse engineering, disassembling, or decompiling.

4.5. You acknowledge that the Products may contain software licensed by Us from third parties, including open source software. The respective third-party right holders grant you the rights indicated in the applicable open source licenses. The Terms do not apply to this open source software, and nothing herein shall be construed as a limitation of any right granted to you under an open source license.

4.6. For clarity, usage of terms like sell, sale, buy, purchase, or similar terms all refer to your acquisition of a license to use the Products, and do not represent any transfer of any right, title, or ownership interest of any kind. You may not relicense, resell, transfer, or exchange the Products within or outside of the Products.

5. Support Services

We may provide you with App Support related to the Apps, in Our sole discretion and for the sole purpose of addressing technical issues relating to the use of the Products, according to the terms and conditions of Our support policy.

6. Your Content

6.1. You shall own Your Content (defined below) that you create with the Products or otherwise make available through the Products. You grant Us and Our associates, affiliates, agents, licensors, and partners (collectively, "**Affiliated Parties**") a non-exclusive, transferable, worldwide, perpetual, irrevocable, royalty free, sub-licensable license to exercise and use the copyright, publicity, commercial advertising, and database rights you have in Your Content, and any media now or in the future, in connection with the Products and for Our business purposes.

6.2. You are solely responsible for all materials, data, media, and information, whether publically posted or privately transmitted, that you upload, post, text, email, transmit, or otherwise make available through the Products. Such content, which excludes Feedback and User Posts (defined below), is collectively defined in the Terms as **“Your Content”**. You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content. Except as permitted in the Terms, We will not edit, delete, or disclose Your Content unless authorized by you, required to do so by law, or We believe that such action is necessary to: (a) conform with applicable provincial laws, federal laws, regulations, by-laws, foreign laws, directives, and any implementing or amending legislation as may be enacted from time to time (**“Applicable Laws”**) before or during the Term (defined below); (b) protect and defend Our rights or Our property; (c) enforce these Terms; and/or (d) ensure the safety of Our users and integrity of the Products.

6.3. You warrant that you own or have sufficient legal rights to Your Content, including Intellectual Property Rights (defined below), and that by collecting and uploading Your Content to the Products, you are not violating Applicable Laws or the rights of any third party.

6.4. We have the right, but not the obligation, to remove any content that may, in Our sole discretion, infringe someone’s Intellectual Property Rights, violates these Terms, or that is otherwise objectionable or offensive.

7. Intellectual Property Rights

7.1. All right, title, and interest in and to the Products and any and all logos, designs, trademarks, and creative works affiliated with the Products (excluding Your Content) are and will remain Our exclusive property, and we maintain worldwide copyright rights, trade secret rights, and other intellectual property rights in such property (collectively, **“Intellectual Property Rights”**), even if We incorporate any of your Feedback (defined below) and Your Content into subsequent versions of the Product. You will not use our Intellectual Property Rights (or anything that is confusingly similar to our Intellectual Property Rights) for any purpose.

7.2. All feedback, comments, and suggestions for improving the Products (the **“Feedback”**) that you provide to Us, and any contributions you make to the Products by posting content and communicating with other users via post or forms that may be available through the Products (**“User Posts”**), will be Our exclusive property. You hereby irrevocably transfer and assign to Us and agree to irrevocably assign and transfer to Us all of your right, title and interest in and to all of your Feedback and User Posts, including all worldwide Intellectual Property Rights therein. We may ask you to execute documents and take such further steps to assist Us in acquiring, perfecting and maintaining Our Intellectual Property Rights, any rights granted to Us pursuant to the Terms, and other legal protections for your Feedback and User Posts.

8. Privacy

8.1. Any information you provide to Us, including but not limited to Your Content, is subject to Our [Privacy Policy](#), which governs our collection and use of your information and Your Content. You understand that through your use of the Products you consent to the collection and use (as set forth in the Privacy Policy) of this information.

8.2. You acknowledge that in providing the Products, your personal information may be collected and retained by resident and/or non-resident companies hired by Us to provide services to Us. As such, by using the Products, you acknowledge that your personal information may be disclosed in accordance with laws applicable to the disclosing jurisdiction, and you hereby consent to such collection and possible disclosure.

8.3. You grant Us the right to include your company name, logo, and/or likeness that you provide during registration of Your Account, and any Feedback that you may provide (in full or in part) to Us, in Our marketing materials, including but not limited to Our [website](#) and [Atlassian Marketplace vendor listing](#). You may revoke this right at any time by submitting via email (legal@limbrlabs.com) a written request to be excluded from future marketing materials. Requests may take up to thirty (30) calendar days to process.

9. User Restrictions

9.1. You will be responsible for all activity occurring on Your Account and will comply with all Applicable Laws.

9.2. If you upload content that, in Our sole discretion, is obscene, indecent, abusive or that might otherwise subject Us to public disparagement, scorn, or liability, We reserve the right (without notice to you) to delete your User Posts or Your Content from the Products, deny you access to the Products, or any combination of these options.

9.3. Without limitation, you will not do any of the following through the Products: (a) publish, post, upload, email, distribute, or disseminate (collectively, “**Transmit**”) any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content; (b) Transmit anyone's sensitive information, including but not limited to anyone's identification documents, financial information, or any confidential information without their consent; (c) collect information from other users of the Products without their consent; (d) Transmit files that contain viruses, corrupted files, or any other similar software, programs or malicious code that may damage or adversely affect the Products, Our software, hardware, telecommunications equipment, or the operation of another person's computer; (e) advertise or use the Products for any commercial purpose; (f) Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters, or other unsolicited messages; (g) restrict or inhibit any other user from using and enjoying any area within the Products; (h) interfere with or disrupt the Products, and/or any associated software, servers or networks; (i) facilitate or encourage any violations of these Terms; (j) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Products or any content therein; or (k) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

10. Use of Mobile Devices

10.1. There is no cost for use of mobile services currently provided through the Products, but you acknowledge that your mobile device carrier's normal rates and fees will continue to apply.

10.2. You acknowledge and agree that your use of Our mobile services currently provided through the Products is subject to any restrictions, limitations, and deficiencies of any kind of your mobile device carrier.

10.3. You provide consent and all rights necessary to sync (including through an application) your devices with any information that is visible to You through the Products.

11. Term & Termination

11.1. The term will begin once you register Your Account or use the Products or such other time agreed between you and Us, and will continue until Your Account is terminated by you or by Us in accordance with the Terms or any supplementary agreement (the "**Term**").

11.2. We may immediately terminate or suspend your use of the Products, or terminate Your Account and Our agreement with you pursuant to the Terms if you breach or otherwise fail to comply with the provisions hereof.

11.3. If applicable, you will continue to be charged for the Paid Products during any period of suspension. Termination of Our agreement with you pursuant to the Terms by Us will not relieve you from any obligation to pay fees that remain unpaid for the applicable Term.

11.4. Upon termination by Us of Our agreement with you pursuant to the Terms or any part thereof in accordance with the Terms as a result of your breach, negligence, or default, We will have no obligation to refund any fees paid by you.

11.5. Upon termination by Us of Our agreement with you pursuant to the Terms or Your Account, you will not create another account or use the Products without Our authorization, which shall be determined in our absolute sole discretion.

12. Indemnification

12.1. You hereby agree to indemnify, defend and hold Us and all of Our officers, directors, owners, employees, Affiliated Parties, suppliers, and licensors (collectively referred to in this section 12, the "**Indemnified Parties**") harmless from and against any and all liability, losses, costs, and expenses (including legal fees) incurred by any Indemnified Party in connection with any claim, including but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement, arising out of: (a) your use of the Products; (b) any use or alleged use of Your Account by any person, whether or not authorized by you; (c) the content, quality, or the performance of Your Content, Feedback and User Posts that you create or make available through the Products;

(d) your connection to the Products; (e) your violation of the Terms; or (f) your violation of the rights of any other person or entity.

12.2. You shall be responsible for compliance with all obligations imposed by any and all applicable provincial laws, federal laws, regulations, by-laws, foreign laws, directives, and any implementing or amending legislation as may be enacted from time to time before or during the Term (collectively, the “**Applicable Laws**”) and you shall indemnify and hold Us harmless from and against any third party claim against Us resulting from your violation (intentional or otherwise) of the Applicable Laws.

13. Disclaimer

13.1. We are not responsible for the deletion, loss, damage, destruction, failure to store, misdelivery, or the untimely delivery of any information via the Products, including Your Content. We are not responsible for any service outages that are caused by Our maintenance on servers of the technology that underlies the Products, problems inherent in the use of the internet and electronic communications, failures of Our service providers (including telecommunications, hosting, and power providers), problems due to a significantly high volume of users, computer viruses, malicious use of our software or Products, natural disasters or other destruction or damage to Our facilities, acts of nature, strikes, labour disputes, war, civil disobedience or any other cause, whether or not beyond Our reasonable control.

13.2. The Products are provided on an “as is, as available” basis. Any material that you download or otherwise obtain through the Products is done at your own discretion and risk, and you will be solely responsible for any potential damages to your computer system or loss of data that results from your download of any such material or use of the Products.

13.3. The Products may use, require or depend upon application programming interfaces (“APIs”) owned by third parties, including but not limited to Atlassian’s [Cloud APIs](#) and [Marketplace APIs](#). Atlassian, or any other third-party API provider, may remove or modify capabilities from their APIs that are required for the Products to function as intended. We are not responsible for any failure or limitation of these APIs.

13.4. The Products may contain links to other internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, of those sites. We have no control over sites that are not Ours, and We are not responsible for any use of such sites or content on them. Our inclusion in the Products of any third-party content or link to a third-party site is not an endorsement of that content or third-party site.

13.5. We do not make any warranties or representations that: (a) the Products will meet your requirements; (b) the Products will be uninterrupted, timely, secure, error free, virus free, or operate in combination with any other hardware, software, system or data; (c) the Products will be compatible with and uninterrupted by your mobile device carrier; (d) any information obtained from using the Products will be accurate or reliable; (e) the quality of

the Products will meet your expectations; or (f) any errors you encounter while using the Product will be corrected.

13.6. We make no warranties, representations, guarantees or conditions of any kind as to title, non-infringement, merchantability, or fitness for a particular purpose with respect to the Products or any of the content, software or other materials available through the Products or used as part of the Products, including any mobile device services.

14. Limitation of Liability

14.1. To the maximum extent permitted by applicable law, we will not be liable for any direct or indirect, incidental, special, exemplary, punitive or consequential damages suffered by you in connection with or arising out of your use of the Products, its software, content or other materials, even if We have been advised of the possibility of such damages, including but not limited to, damages for loss of profits, goodwill, use or loss of Your Content, passwords, or other intangible losses, resulting from but not limited to: (a) the use or the inability to use the Products; (b) alteration of, inaccuracies, errors or omissions in Your Content, Feedback, User Posts, transmissions or data; or (c) statements or conduct of any third party, including but not limited to any and all damages flowing from unauthorized third party use of the Products.

15. Miscellaneous

15.1. Our failure to exercise or enforce any right available to us pursuant to the Terms or Applicable Laws will not constitute a waiver of such right.

15.2. Our agreement with you pursuant to the Terms is not assignable.

15.3. The Terms, including all terms, conditions, and policies that are incorporated into these Terms by reference, constitute the entire agreement between you and Us and govern your use of the Products, superseding any prior agreements that you may have with Us.

15.4. The Terms will be construed in accordance with the laws of the Province of Nova Scotia and applicable federal laws of Canada.

15.5. If any part of the Terms is determined to be invalid or unenforceable pursuant to Applicable Laws, the invalid or unenforceable provision will be severed and deleted from these Terms. All other Terms which remain valid and enforceable will survive and remain in full force and effect.