

Decadis apps End User License Agreement

Effective starting date: Nov 6, 2023

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Important Notification:

This End-User License Agreement ("EULA") is a legal agreement between you and Decadis AG.

This EULA agreement governs your acquisition and use of our Decadis apps ("Apps", "Software"), formerly "xApps" from the Atlassian and monday.com Marketplace.

Please read this EULA agreement carefully before completing the installation process and using our Decadis apps. It provides a license to use our Software products and contains warranty information and liability disclaimers.

If you register for a free trial of a Decadis app, this EULA agreement will also govern that trial. By clicking "accept" or installing and/or using our Software product, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Decadis AG herewith regardless of whether other Software is referred to or described herein. The terms also apply to any Decadis AG updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

1. Definitions

- **Atlassian Software** means Software developed by Atlassian i.e. Jira, Confluence.
- **monday.com Software** means Software developed by monday.com
- **Authorized Use** refers to the installation of Decadis apps on a physical server of Licensee's choosing or installation in an Atlassian Cloud or a monday.com instance and the use of Decadis apps by Authorized Users for the Licensee's internal business purposes in accordance with the terms of this Agreement.
- **Authorized User** refers to a named user that accesses and uses Decadis apps under this EULA. The number of Authorized Users may not exceed the number of users purchased by Licensee on the Atlassian or monday.com Marketplace.
- **Decadis app** refers to all Software Products to be licensed and includes any Decadis app updates provided by Decadis AG to the Licensee periodically.
- **Deployment / Test system** means a separate Atlassian or monday.com Software instance used solely for deployment or testing.
- **License Fee** means the total amount paid and payable to Decadis AG by the Licensee for the Decadis app.
- **Licensee** means the person, company, organization or other entity on whose behalf you are ordering a Decadis app and entering into this EULA.
- **License Term** means the term of each Decadis app license. The term will be specified in your Order.

2. License Grant

Subject to the terms of this agreement, Decadis AG hereby grants to the licensee a personal, non-transferable, non-exclusive license to use Decadis apps for Authorized Use.

Licensee is permitted to install a Decadis app in a corresponding Atlassian application (i.e. Jira, Confluence) under Licensee's control or in a Atlassian Cloud or monday.com instance. Licensee is responsible for ensuring that the Atlassian or monday.com applications are compatible to the Decadis app, the Licensee is installing. Licensee is also permitted to install the Software on one Deployment / Test system.

Licensee is **not** permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other Software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party

- Use the Software in any way which breaches any applicable local, national or international law

3. Intellectual Property and Ownership

Decadis AG shall at all times retain ownership of the Software as originally downloaded by Licensee and all subsequent downloads of the Software by Licensee. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Decadis AG. Decadis apps are made available on a limited license or access basis, and no ownership right is conveyed to Licensee, irrespective of the use of terms such as "purchase" or "sale". Decadis AG has and retains all rights, titles and interests, including all intellectual property rights, in and to the Decadis apps (including all No-Charge products), their "look and feel", any and all related or underlying technology, and any modifications or derivatives.

Decadis AG reserves the right to grant licenses to use the Software to third parties.

4. Warranty Disclaimer

To the extent permitted by law, and subject to implied terms, the Licensee acknowledges and agrees that: (1) Decadis AG gives no guarantee and makes no representation as to the correctness or completeness of the Product; and (2) the Decadis apps are provided on an "as is" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or fitness for a particular purpose.

Decadis AG shall not be liable for service failures, delays, interruptions and/or other problems inherent in the use of IT systems outside the reasonable control of Decadis AG to the maximum extent permitted by law. Decadis AG does not make any representation, warranty or guarantee as to the quality, reliability, suitability, performance, availability, completeness or accuracy of any Decadis apps or that (a): the products will operate in combination with other hard- or software systems, or (b): the use of Decadis apps will be uninterrupted, secure or free of errors, or (c): stored or presented data will be accurate and reliable, or (d): errors or defects will be corrected on a schedule not controlled by Decadis AG, or (e): that any Decadis apps available as a hosted service are free of viruses or other harmful components.

5. Exclusion of Liability

To the extent permitted by law, and subject to implied terms, Decadis AG will not be liable to any person for any loss, damage, cost, expense or other claim (including, without limitation, consequential damages and loss of profits) in relation to the Decadis apps including, without limitation, arising from or relating to: (1) any use or reliance on Decadis apps by the person; (2) any errors in and/or omissions from Decadis apps and/or any information contained in a Decadis app); or (3) any delay, interruption or other failure in the use or operation of a Decadis app.

6. Implied Terms

If any law implies in this Agreement any term, condition or warranty which cannot be excluded or limited, then to the extent permitted by law, the liability of Decadis AG for breach of any such term, condition or warranty is limited to: (1) in the case of products, at Decadis AG option (A) the re-supply of the goods, or of equivalent goods; or (B) the payment of the cost of having the goods supplied again; and (2) in the case of services, at Decadis AG option (A) the re-supply of the services; or (B) the payment of the cost of having the services supplied again.

7. Termination

This EULA is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time by uninstalling the Software. Decadis AG may terminate this agreement any time with six months prior notice.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

8. Changes to this Agreement

Decadis AG may update or modify this Agreement periodically, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the technical contact you designate in the applicable Order, posting on our website or the product itself). If we modify the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge products, accepting the updated Agreement is required for you to continue using the No-Charge products. You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use No-Charge products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

9. Orders

Directly from the Atlassian or monday.com Marketplace or through a Reseller. The Marketplace Product Ordering documentation or purchase flow ("Order") will specify your authorized scope of use for the Products, which may include: (a) number and type of Authorized Users, (b) storage or capacity (for Hosted Services), (c) numbers of licenses, copies or instances (for Software), or (d) other restrictions or billable units as applicable. The term "**Order**" also includes any applicable Product or Support and Maintenance renewal, or purchases you make to increase or upgrade your Scope of Use.

This Agreement applies whether you purchase Decadis apps directly from the Marketplace or through other channels like platform partners or authorized resellers (each, a “**Reseller**”) from the Atlassian or monday.com Marketplace. If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller for you, and Reseller is responsible for the accuracy of any such Order. Resellers are not authorized to make any promises or commitments on Decadis AG’s behalf, and we are not bound by any obligations to you other than what we specify in this Agreement.

10. Communication and Marketing

We may use your contact information to send certain communications via email, including responses to your comments, questions, and requests, providing customer support, and sending you technical notices (Release Notes), updates, security alerts, and administrative messages. We also communicate with you about new product offers or promotions. You can control whether you receive these communications by opting out whenever you receive a communication from Decadis.

If you are an individual in the European Economic Area (EEA), we collect and process information about you only where we have legal bases for doing so under applicable EU laws. The legal bases depend on the Services you use and how you use them. This means we collect and use your information only where:

- we need it to provide you with services pertaining to Decadis apps;
- it satisfies a legitimate interest (which is not overridden by your data protection interests), such as for research and development, to market and promotes Decadis Apps, and to protect our legal rights and interests;
- you give us consent to do so for a specific purpose; or
- we need to process your data to comply with a legal obligation.

If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use, though, in some cases, this may mean no longer using Decadis apps. For more details on our Privacy Policy, please check our [Data Security and Privacy Statement](#).

11. Publicity Rights

During the term of this EULA, you grant us the right to include your company name and logo in promotional materials, on our website, and in corporate presentations and reports. You can revoke this right at any time by submitting a written request via email to app-support@decadis.de to request to be excluded from future product promotional material. Requests generally are processed within thirty (30) calendar days.

12. Taxes

Payments made by the Licensee under this Agreement exclude any taxes or duties payable in respect to the goods or services supplied in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Decadis AG, the Licensee must pay to Decadis AG the amount of such taxes or duties in addition to the License Fee under this Agreement.

13. Decadis General Terms and Conditions

In addition to these specific EULAs for the Decadis Apps, the [Decadis General Terms and Conditions](#) shall apply as a subordinate set of rules.

13. Applicable law, legal venue, and severability

This EULA shall be governed exclusively by German law without giving effect to the principles of Germany relating to conflicts of laws. Legal venue for both parties shall be the registered office of Decadis AG.

If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction be ineffective to the extent of the prohibition, invalidity, or enforcement without invalidating the remaining provisions of this Agreement or affecting the validity or enforcement of that provision in any other jurisdiction.