End User License Agreement

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or an entity) and miniOrange Security Software Private Limited. By purchasing, and/or downloading, and/or using any of our Software, you agree to be bound by the terms of this EULA.

1. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement is based on Atlassian Marketplace, Atlassian grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term for your own business purposes, in accordance with this Agreement, your applicable Scope of Use, the Documentation and all Laws. Only Authorised by Atlassian Users may access and use the Software. According to Atlassian Marketplace some Software may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User.

Click here to Know Atlassian Marketplace Norms (Section 2,3).

2. YOUR MEMBERSHIP

Atlassian collects data about you when you use its products or services, or otherwise interact with it. You must register for an account with Atlassian in order to place Orders or access or receive Software. Your registration information must be accurate, current and complete. You must keep your registration current so that Atlassian may send notices and other information to you by email.

When you use the Services of miniOrange, Atlassian shares information about your profile to miniOrange Security Software Private Limited.

3. RESTRICTIONS

Except as otherwise expressly permitted in this Agreement, you will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing.
4. Privacy Terms.

miniOrange server doesn’t collect & store any personal data, miniOrange Add-on serves for transaction between Atlassian Application and Identity Provider. Only Atlassian may collect certain data and information from you and Secondary Users in connection with your and Secondary Users’ use of the Software. All such data and information will be collected in Atlassian database and used by Atlassian in accordance with Atlassian’s Privacy Policy. Click here to know Atlassian Privacy Terms.

5. TERMINATION

Without prejudice to any other rights, miniOrange Security Software Pvt LTD may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software.

6. Indemnification

You agree to indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys’ fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any activity in which you engage on or through miniOrange, and (3) displaying your name, your organization name and logo (or your client’s name and logo for whom you are purchasing or deploying our solution/services) on our website for marketing purpose showing you as our customer.

7. Upgrade/Renewal/Customization

According to Atlassian Marketplace Policy, you may upgrade/renew your license (e.g., adding Authorized Users, copies or instances) by placing a new Order or, if made available by Atlassian, directly through the applicable Software. Any upgrades to your license will be subject to additional fees, as set forth in the applicable Order. Software renewals must be mutually agreed upon by the parties in writing. All renewals are subject to the applicable software continuing to be offered and will be charged at the then-current rates. You will pay applicable renewal amount before expiry date to avoid service termination.

Additional services provided by miniOrange like customization is not included in maintenance support & licence, you will pay the applicable amount in advance to miniOrange, as agreed between you and the miniOrange’s representative for customization work which will be delivered separately to you (Not through Atlassian Marketplace)
8. REFUND POLICY

According to Atlassian Marketplace Policy, you may terminate your initial Order of the applicable Software under this Agreement, for no reason or any reason, by providing notice of termination and returning any applicable Software to Atlassian no later than thirty (30) days after the Order date for such Software. Atlassian may disable the license key that allowed the Software to operate and, at your request (which may be made through your account), Atlassian will refund you the amount paid under such Order. This termination and refund right applies only to your initial Order and only if you exercise your termination right within the period specified above, and does not apply to Additional Services.

Click here to know Atlassian Refund Policies for User (Section 7, Point 7.3)

9. COPYRIGHT

The Software is owned by miniOrange Security Software Pvt LTD, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, to you for use solely subject to the terms and conditions of this Agreement.

10. LIMITED WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE AUTHOR OR AUTHORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, SUPERSEDING ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS LICENSE.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL miniOrange Security Software Pvt LTD OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF miniOrange Security Software Pvt LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LEGAL ISSUE SHOULD BE JUDGED BY THE COURT INDICATED BY miniOrange Security Software Pvt LTD.

12. CHANGES TO THIS AGREEMENT

WE RESERVE THE RIGHTS TO MAKE CHANGES TO THIS AGREEMENT WITHOUT ANY PRIOR NOTICE AT OUR SOLE DISCRETION.