



# End User License Agreement and Privacy Policy for DevSamurai's Atlassian Plugin

**Effective Date:** Nov 11, 2024

## **Important Note:**

DevSamurai has the **Bonterms Standard Agreement for Marketplace Transactions (Version 1.0)** ([Learn more](#)) as the primary **End-User License Agreement ("EULA")** for our apps listed on the Atlassian Marketplace at <https://marketplace.atlassian.com/vendors/1216701>. This standardized **Agreement** provides a clear, balanced framework to facilitate efficient licensing for users of DevSamurai's applications.

Additionally, DevSamurai has added **Provider-Specific Terms** below to address unique requirements and policies for our software services.

This **End-User License Agreement ("Agreement" or "EULA")** is a legal contract that governs the terms under which you ("**Customer**" or "**User**") may use DevSamurai's software application ("**App**") available on the [DevSamurai Vendor on Atlassian Marketplace](#). This **Agreement** includes both the **Bonterms Standard Agreement for Marketplace Transactions (Version 1.0)** and **DevSamurai's Provider-Specific Terms**, collectively defining the rights, responsibilities, and limitations for both DevSamurai ("**Provider**," "**we**," "**our**," or "**our company**") and you as the **Customer**.

*A reference copy of **Bonterms Standard Agreement for Marketplace Transactions (Version 1.0)** may be attached and downloaded at: [Bonterms Standard Agreement for Marketplace Transactions \(Version 1.0\)](#) (or [download mirror hosted on DevSamurai](#))*

BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE USING OUR APP, YOU CONFIRM THAT YOU UNDERSTAND, AGREE TO, AND WILL COMPLY WITH THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THE TERMS OUTLINED IN THIS AGREEMENT AND THE PROVIDER-SPECIFIC TERMS, PLEASE REFRAIN FROM DOWNLOADING, INSTALLING, OR USING THE APP. YOUR USE OF THE APP SIGNIFIES YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE [CONTACT DEVSAMURAI](#) BEFORE PROCEEDING WITH THE INSTALLATION OR USE OF THE APP.

## DevSamurai's Provider-Specific Terms

### 1. License Grant, Rights and Restrictions on Use.

DevSamurai grants you a **limited, non-exclusive, non-transferable, and revocable license** to download, install, and use the App solely for your internal business purposes, subject to the terms of this Agreement and any Provider-Specific Terms. This license allows you to access and use the App as described in the documentation provided by DevSamurai and in accordance with the functionalities of the App as made available on the Atlassian Marketplace.

#### 1.1 Customer will not directly or indirectly

- a. You may not sell, sublicense, rent, or distribute the App to third parties.
- b. You may not reverse engineer, decompile, or attempt to access the source code of the App.
- c. Modifying or creating derivative works based on the App is prohibited without written permission from DevSamurai.
- d. Do not attempt to bypass any access or security controls in the App.
- e. You may not use the App unlawfully, in connection with High-Risk Activities, or to transmit viruses or malware.
- f. Do not submit sensitive personal information unless permitted in the Provider-Specific Terms.

Non-compliance with these restrictions may result in suspension or termination of your license.

#### 1.2 Authorized Reseller Purchases.

This EULA applies to your use of DevSamurai Products whether you purchase a license directly from us, through the Atlassian Marketplace, a Partner Marketplace, an Authorized Reseller, or any other distribution channel. If you purchase a license through an Authorized Reseller, your Scope of Use will be as specified in the Order Form provided by the Authorized

Reseller, and it is the Authorized Reseller's responsibility to ensure the accuracy of any details on that Order Form.

Authorized Resellers are not authorized to make any additional promises, representations, or commitments on behalf of DevSamurai. DevSamurai is not bound by any obligations beyond those explicitly outlined in this EULA. If you have questions regarding the terms of use for any Products purchased through an Authorized Reseller, please refer to this EULA or contact DevSamurai directly.

## 2. Data Protection Addendum (DPA)

DevSamurai is committed to protecting Customer Data in compliance with applicable data protection laws. **By accepting this EULA, you also accept [DevSamurai's Data Protection Addendum \(DPA\)](#)**, which governs our processing, use, and protection of Customer Data in alignment with legal standards.

Our DPA aligns with the [Bonterms Data Protection Addendum \(DPA\)](#), which is hereby incorporated into this Agreement by reference. This DPA applies automatically upon acceptance of the EULA and outlines DevSamurai's obligations to ensure the security, confidentiality, and lawful processing of your data within our services.

## 3. Security Measures

DevSamurai is committed to protecting Customer Data through stringent security practices. As a [SOC 2 Type II compliant](#) company, DevSamurai applies rigorous technical and organizational measures to prevent unauthorized access, use, or disclosure of Customer Data.

### 3.1 Information Through Contact Forms

When you submit personal information via contact forms, it is used exclusively for communication purposes. DevSamurai values your privacy and does not share contact form data with third parties or process it beyond the communication needs initially established.

## 4. Disclaimer

Except as expressly provided in this EULA or required by applicable law, DevSamurai provides its Products and related services **“as is”** and **“as available”** without warranties of any kind, whether express, implied, statutory, or otherwise. DevSamurai disclaims all implied

warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

**DevSamurai** does not guarantee that the Products will meet all requirements, be uninterrupted, error-free, or entirely secure. DevSamurai is not responsible for any delays, failures, errors, loss of data, or damage resulting from use of the Products, except as specified under the terms of this EULA.

*DevSamurai has implemented this Standard Agreement to streamline licensing processes and ensure a consistent, trusted experience for all users. Bonterms, the publisher of this Standard Agreement, is not a party to this Agreement and has no responsibility to either DevSamurai or the Customer regarding its terms or usage.*

*This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language.*