TERMS OF USE

Last Updated: **April 15, 2026**

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1. DEFINITIONS

Capitalized terms used in these Terms will have the definitions assigned below, or as indicated in context. Except as otherwise provided in these Terms, technical terms commonly used in the industry will be so construed.

a) "**Affiliates**" shall mean any corporation, association, or other entity that directly or indirectly owns, is owned by, or is under common ownership with either Party, respectively, either currently or during the validity of these Terms. For the purpose of these Terms, the terms "controls", "owns", "owned", or "ownership" mean the direct or indirect possession of more than 50% of the voting securities, or equity in such business entity.

b) "**Attlassian**" shall mean Atlassian Pty Ltd, Atlassian US, Inc., and any of their respective Affiliates, as applicable.

c) "**Atlassian Apps"** shall mean the Atlassian software applications and cloud-hosted services (including, without limitation, Jira).

d) **"Atlassian Customer Agreement"** shall mean the applicable agreement governing User's license or subscription to Atlassian Apps, currently available at www.atlassian.com/legal/atlassian-customer-agreement, as updated by Atlassian from time to time.

e) "**Atlassian Marketplace**" shall mean the online marketplace operated by Atlassian at https://marketplace.atlassian.com/, and any other webpage, application, interface, in-product experience, or service (including the Universal Plugin Manager).

f) "**Atlassian Marketplace Terms of Use**" shall mean the terms governing end users' access to and use of the Atlassian Marketplace, currently available at www.atlassian.com/licensing/marketplace/termsofuse, as updated by Atlassian from time to time.

g) **"Atlassian Terms"** shall mean, collectively, the Atlassian Marketplace Terms of Use, the Atlassian Customer Agreement, the Atlassian Acceptable Use Policy (available at www.atlassian.com/legal/acceptable-use-policy), and any policies, guidelines, and documentation incorporated therein or made applicable by Atlassian from time to time, as each may be updated or amended.

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h) "**AI System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

i) "**Confidential Information**" shall mean information disclosed by one Party to the other and which includes, without limitation Software, Documentation, financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know-how, ideas, concepts, strategies, trade secrets, software product and services and such other information. Confidential Information does not include information which: (a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; or (c) is independently developed by either Party without violating any confidentiality obligations stated herein. A Party may disclose Confidential Information of the other Party only to the extent required pursuant to judicial order or requirement of a governmental agency or as otherwise required by law provided such Party gives the other Party reasonable prior written notice, if legally permissible and continues to treat any such disclosed Confidential Information in accordance with these Terms.For the avoidance of doubt, the Company's Confidential Information includes the source code, architecture, and technical specifications of the Software, and any Atlassian Platform access keys or developer credentials are the Confidential Information of Atlassian.

j) "**Documentation**" shall mean any user manuals, guides, technical specifications, help content, and other written or electronic materials relating to the installation, configuration, or use of the Software made available by the Company to User, whether through the Atlassian Marketplace listing, within the Software interface, or otherwise.

k) "**Intellectual Property**" shall mean and include all inventions (whether patentable or not), patents, patent applications, designs, copyrights, trademarks, trade names, service marks, domain names, trade secrets, know-how, database rights, moral rights, rights in software, and all other intellectual property and proprietary rights (including applications and registrations for any of the foregoing) recognized under applicable Law in any jurisdiction worldwide.

l) "**Intellectual Property Rights**" shall mean all legal rights in and to Intellectual Property, whether registered or unregistered, arising under applicable Laws worldwide.

m) "**Laws**" shall mean all applicable laws, statutes, enactments, regulations, rules, by-laws, ordinances, directives, judgments, orders, decrees, permits, licenses, approvals, regulatory requirements and other legally binding requirements of any governmental or regulatory authority, whether local, national or international, as amended or re-enacted from time to time.

n) "**New Versions**" shall mean any enhancement, upgrade, update, bug fix, patch, release, or other modification to the Software made available by the Company from time to time, whether through the Atlassian Marketplace or otherwise.

o) "**Performance Data**" shall mean transactional data, analytical data, usage metrics, error and diagnostic logs, and performance-related information generated through or derived from the use of the Software by Users, which does not include User Data in identifiable form.

p) "**Permitted Users**" shall mean the individual employees, contractors, and agents of User who are authorized by User to access and use the Software on User's behalf solely for User's internal business purposes, subject to and in accordance with these Terms.

q) "**Security Incident**" shall mean any actual or reasonably suspected: (i) unauthorized access, acquisition, use, disclosure, modification, loss, or destruction of User Data in the possession or control of the Company or its agents or contractors, whether intentional or accidental; (ii) security vulnerability in or compromise of the Software; or (iii) issue involving the Software that materially degrades the Atlassian Marketplace, the Atlassian Platform, or any Atlassian Apps or related systems or networks.

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s) "**Usage Data**" shall mean technical and operational data relating to the installation, configuration, access, and use of the Software by User or Permitted Users, including but not limited to access logs, feature utilization data, error reports, and performance metrics, in each case in a form that does not identify individual users or constitute User Data in identifiable form.

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b) **Compliance with Laws and Atlassian Terms:** You shall use the Software in compliance with all applicable Laws and the Atlassian Terms, including any applicable acceptable use, security, export control, data protection and privacy requirements. You shall not use the Software in any manner that could cause the Company to be in breach of applicable Laws or the Atlassian Terms.

c) **Responsibility for Permitted Users:** You shall ensure that all Permitted Users comply with these Terms and the Atlassian Terms. You shall be fully responsible and liable for all acts and omissions of Permitted Users as if such acts and omissions were your own. Any breach of these Terms by a Permitted User shall be deemed a breach by you.

d) **User Data and Content:** You are solely responsible for the accuracy, quality, integrity and legality of all User Data submitted to or processed through the Software, including ensuring that you have all necessary rights, consents and permissions required to allow the Company to process such User Data in connection with the Software. You shall ensure that User Data and your use of the Software do not: (i) infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party; (ii) violate applicable Laws; (iii) contain any virus, malicious code or harmful component; or (iv) interfere with or disrupt the integrity or performance of the Software, the Atlassian Marketplace, the Atlassian Platform or any Atlassian Apps.

e) **Security and Unauthorized Use:** You shall promptly notify the Company upon becoming aware of any unauthorized access to or use of the Software, any Security Incident, or any breach of security relating to your accounts or End User Data, and shall take reasonable steps to mitigate the effects of such incident and prevent further unauthorized use.

f) **Systems and Configuration:** You are responsible for procuring and maintaining all systems, infrastructure, network connectivity and configurations required to access and use the Software in conjunction with the Atlassian Apps. The Company shall have no responsibility for any issues, errors or failures arising from your systems, configurations or integrations with the Atlassian Apps or other third-party services.

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g) **Usage Data and Analytics:** The Company may collect and use Usage Data relating to the installation, access and use of the Software for its legitimate business purposes, including security, analytics, product improvement, compliance monitoring and support, in accordance with Section 8. Usage Data shall not include User Data in identifiable form.

h) **Platform Usage:** You shall not use the Software in any manner that exceeds reasonable usage levels, circumvents technical safeguards, or imposes an unreasonable or disproportionate load on the Software, the Atlassian Marketplace, the Atlassian Platform or related infrastructure.

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b) you hold a valid, current license or subscription with Atlassian under the applicable Atlassian Customer Agreement, and such license or subscription is in good standing;

c) your use of the Software and all activities of Permitted Users will at all times comply with all applicable Laws and the Atlassian Terms, including applicable data protection, export control, and consumer protection Laws;

d) all User Data that you submit or make available through the Software has been collected and may be shared and processed in compliance with applicable Laws and any required consents or authorizations;

e) your use of the Software, and the User Data and User Content you submit, will not infringe, misappropriate, or violate the Intellectual Property Rights, privacy rights, or other rights of any third party;

f) you will not introduce any virus or other malicious code into the Software, the Atlassian Marketplace, or any Atlassian App; and

g) all information you provide to the Company in connection with the Software is and will be true, accurate, complete, and not misleading.

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c) You acknowledge that the Company shall own all rights, title, and interest in and to Performance Data. The Company may collect, use, analyze, process, and disclose Performance Data for its internal business purposes, including without limitation for improving, enhancing, supporting, and operating the Software, provided that such use does not reveal your Confidential Information and is conducted in accordance with Section 8.

d) As between Atlassian and you, Atlassian retains all right, title, and interest in and to the Atlassian Marketplace, the Atlassian Platform, all Atlassian Apps, and all associated technology, content, information, services, trademarks, and other intellectual property. Nothing in these Terms grants you any right, license, or interest in any Atlassian Intellectual Property. You may not register any domain name containing Atlassian trademarks, the word “Atlassian,” or the name of any Atlassian App (or anything confusingly similar). All use of Atlassian marks is governed exclusively by the Atlassian Terms.

e) If you provide the Company with any feedback, suggestions, ideas, or recommendations regarding the Software (“**Feedback**”), you hereby assign to the Company all right, title, and interest in and to such Feedback. The Company may use and exploit Feedback without restriction, compensation, or obligation to you.

9. CONFIDENTIALITY

a) During the Term, the receiving Party shall: (i) keep the disclosing Party’s Confidential Information in strict confidence; (ii) not disclose it to any third party except to its directors, officers, employees, agents, and authorized representatives on a strict need-to-know basis who are bound by confidentiality obligations at least as protective as those set out herein; and (iii) use the disclosing Party’s Confidential Information solely for the purposes of exercising its rights or performing its obligations under these Terms. Each Party shall use at least the same degree of care and discretion to protect the other’s Confidential Information as it uses for its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

b) Upon request by the disclosing Party, or upon termination of these Terms, the receiving Party shall promptly return or destroy all Confidential Information of the disclosing Party in its possession or control, and certify such destruction in writing if requested. All such Confidential Information shall remain the sole property of the disclosing Party.

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c) The receiving Party acknowledges that any violation of these confidentiality obligations may cause irreparable injury to the disclosing Party, entitling the disclosing Party to seek injunctive relief in addition to all other legal and equitable remedies available.

d) You acknowledge that any Atlassian Platform access keys or developer credentials made available in connection with the Software are the Confidential Information of Atlassian, must be maintained in strict confidence, and may not be shared with any third party.

10. DATA PROTECTION

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11. INDEMNITY

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a) These Terms shall commence on the earlier of the date on which you first install, access or use the Software and shall continue in effect until terminated in accordance with this Section ("**Term**").

b) You may terminate these Terms at any time by uninstalling the Software and ceasing all access to and use of the Software. Your rights under these Terms shall automatically terminate if you cease to maintain a valid license or subscription to the applicable Atlassian Apps required for the operation of the Software.

c) Without prejudice to any other rights or remedies available to the Company, the Company may, at any time and in its sole discretion, suspend, restrict or terminate your access to the Software, in whole or in part, immediately and with or without notice, if:

i. you or any Permitted User breach these Terms, the Atlassian Terms, or any applicable Laws;
ii. your use of the Software poses a security risk or may adversely affect the integrity, availability, functionality or performance of the Software, the Atlassian Marketplace, any Atlassian App, the Atlassian Platform or any third party, including as a result of misuse, exceeding applicable technical limits, quotas, rate limits or usage thresholds;
iii. the Company reasonably determines that your use of the Software may expose the Company, Atlassian or any third party to legal liability, regulatory risk, reputational harm or security threats;
iv. a Security Incident, suspected unauthorized use, or technical issue requires suspension or termination to prevent harm or mitigate risk;
v. suspension or termination is required to comply with applicable Laws, regulatory requirements, governmental requests or industry standards;
vi. Atlassian suspends, restricts, de-lists or otherwise limits the availability of the Software on the Atlassian Marketplace, or suspends or terminates the Company's ability to access or use the Atlassian Marketplace or Atlassian Platform;
vii. you cease to maintain a valid and active license or subscription to the relevant Atlassian Apps required for the operation of the Software; or
viii. the Company elects to modify, discontinue or cease offering the Software, in whole or in part, for any reason.

d) **Effect of Termination.** Upon termination or expiry of these Terms for any reason:

i. all rights granted to you under these Terms shall immediately terminate and you shall promptly cease all access to and use of the Software;
ii. you shall uninstall and delete all copies of the Software and any related Documentation in your possession or control;
iii. the Company may immediately disable access to the Software without liability; and
iv. each party shall return or delete Confidential Information of the other party in its possession, subject to applicable Law.

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e) Any provisions which by their nature are intended to survive termination, including provisions relating to intellectual property ownership, disclaimers, limitations of liability, indemnities, confidentiality, data usage, and governing law, shall survive termination of these Terms.

f) To the maximum extent permitted under applicable Law, the Company shall have no liability arising from or related to any suspension, discontinuation or termination of the Software in accordance with these Terms.

14. EXPORT CONTROLS AND SANCTIONS

a) The Software, as a product built on the Atlassian Platform, is subject to the export control laws and regulations of the United States and other applicable jurisdictions, including the U.S. Export Administration Regulations and applicable trade sanctions programs. Consistent with the export restrictions applicable to the Atlassian Platform under the Atlassian Terms, you shall not import, export, re-export, or transfer the Software or any related technology, directly or indirectly, to any country, entity, or person to which such transfer is restricted or prohibited by applicable Law.

b) You represent and warrant that: (i) you are not located in, under the control of, or a national or resident of any country subject to applicable government embargo or designated as supporting terrorism; and (ii) you are not listed on any applicable government list of prohibited or restricted parties. You agree to comply with all applicable export and import Laws and regulations in connection with your use of the Software.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of State of Delaware , without regard to its conflict of laws or choice of laws principles that would result in the application of the laws of another jurisdiction. Subject to the foregoing, the state or federal courts in Delaware shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms or the Software. You irrevocably submit to the personal jurisdiction of such courts and waive any objection to venue in such jurisdiction.

16. MISCELLANEOUS

(i) All notices under these Terms shall be in writing and sent to the addresses or contact details notified by the Parties. Notices shall be deemed received upon actual receipt or, if sent by email or courier, within a reasonable period following transmission or dispatch. (ii) These Terms shall be construed as a whole according to their fair meaning and not strictly against either Party by reason of authorship. Headings are for convenience only and shall not affect interpretation. The term “including” shall mean “including without limitation.” (iii) You may not assign or transfer any rights or obligations under these Terms and applicable Order without the prior written consent of the Company. Any attempted assignment in violation of this clause shall be void. (iv) The Parties are independent contractors and nothing in these Terms shall be deemed to create any partnership, joint venture, employment, or agency relationship between them. (v) Neither Party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, or power or network failures. The affected Party shall notify the other Party and resume performance as soon as reasonably practicable. (vi) If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall endeavor in good faith to replace the invalid provision with a valid provision that most closely reflects the original intent. (v) Failure or delay by either Party in exercising any right under these Terms shall not constitute a waiver of such right or any other rights. (vi) Any provisions which by their nature are intended to survive termination or expiry of these Terms

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shall survive, including provisions relating to intellectual property, payment obligations, limitation of liability, confidentiality, and dispute resolution. (vii) These Terms constitute entire agreement between the Parties with respect to the subject matter herein and supersede all prior discussions or agreements. (viii) The Company may update or modify these Terms from time to time. Continued use of the Software following such modifications shall constitute acceptance of the revised Terms, and if you do not agree with the updated Terms, you must cease using the Software. **YOU AGREE THAT THESE TERMS CONSTITUTE AN ELECTRONIC CONTRACT.**

17. CONTACT INFORMATION

If you have any questions regarding these Terms or the Software, please contact us at: Legal Department, General Counsel, legal3@apexon.com.

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