Privacy and Data Security Policy

This document describes which data is collected and processed by app vendor "Oliver Rolle" and how data privacy and data security are handled.

If you download and install a vendor's app from the Atlassian Marketplace, Atlassian provides the vendor with contact details of your technical contact including name, last name, email address and company name. The vendor is obliged by law to keep the contact details and related invoices and payments for (tax) auditing.

The vendor may use the email address to ask about experiences with apps, ask for feature suggestions or inform about new developments. You can cancel this subscription at any time by opening a support ticket on https://oliver-rolle.atlassian.net/servicedesk/customer/portal/2

The vendor doesn't collect any data from apps installed on your instances. He collects and stores any data and information mentioned in a support ticket or sent by email as well as related answers.

The vendor will neither sell nor share your data with any third parties unless explicitly required by applicable law or legal ruling. If you disagree with this policy do not use vendor's apps and don't communicate with the vendor via the service desk or email.

If you have concerns or questions regarding this policy feel free to contact Vendor at https://oliver-rolle.atlassian.net/servicedesk/customer/portal/2

License Agreement

Please read this end user license agreement ("EULA") carefully before using any of "Oliver Rolle" vendor software ("software"). The following agreement is a legal agreement between either an individual or a single legal entity ("Licensee") and "Oliver Rolle" ("Licensor" or "Vendor"). This agreement applies from the time the licensee receives the software from a reseller or licensor ("Purchase"). The licensee agrees to be bound by the terms of this agreement by installing, copying, downloading or otherwise using the software. If the licensee does not agree to the terms of this agreement, the licensee may not install, copy, download or otherwise use the software. For evaluation period the terms under section Evaluation Period will apply.

By installing and using the software the licensee assures to use the software only for the licensees commercial, academic or self-employed professional activities.

1. Definitions

- Authorized user: A named person (named user license model) who accesses and uses the software under this agreement. The number of authorized users may not exceed the number of users purchased.
- Confidential information: All items (e.g. software, documents, information) that are protected by proprietary rights, contain trade or business secrets or are designated as being confidential.
- Documentation: The complete factual and technical description of the Software.
- License fee: The remuneration for the use of the software.
- Platform: Atlassian Marketplace from which the licensee might have purchased the software.
- Reseller: The third party operating the platform and selling the software via the platform.
- Software: Vendor standard software purchased by the licensee. Its main technical features are described at https://marketplace.atlassian.com/vendors/1220051/oliver-rolle

2. Obligations of the Licensor

The licensor will provide the software in an executable form (object code). The licensor will deliver the software by making it available for download or installation. The licensee is not entitled to be provided with the source code.

Along with the delivery of the software the licensor will provide the documentation in electronic form. Any other documentation shall only be due if expressly agreed upon. The licensee may use the documentation only for internal purposes and may reproduce the documentation only within the context of its own use in accordance with this agreement. The licensee may not modify, expand or create derivative works based on the documentation.

The same provisions of this agreement for the software apply to the documentation as well.

Every perpetual license contains product support and maintenance for the term of this agreement (see section Functionality, Maintenance and Support for details).

3. Rights of Use

The Software is legally protected. The licensor is the sole owner of any copyrights, patent rights, trademark rights and any other ancillary copyrights in and to the software.

The licensor grants the licensee the worldwide and non-exclusive right to use the software under the terms of this agreement – solely on hardware systems owned, leased or controlled by the licensee pursuant to the terms of this agreement.

The right of use is limited to the number of authorized users.

The licensee obtains the right of use after the payment is received by the licensor.

The licensee is only entitled to decompile the interface information of the software within the statutory limits under Canadian Copyright Law and only if the licensee

a) has notified the licensor of the plan in written form and

b) has unsuccessfully asked for the provision of the necessary interface information granting at least a two week period.

All knowledge and information that the licensee obtains on the software in connection with the decompiling process is subject to the confidentiality obligations pursuant to section 9 of this agreement. Prior to involving a third party, the licensee shall provide the licensor with a written statement from such third party in which the same agrees directly vis-à-vis the licensor to comply with the rules set forth in this sections 3 and 9.

All forms of exploitation not explicitly allowed in this agreement, in particular the renting, lending and distribution in physical or immaterial form, use of the software by and on behalf of third parties (e.g., by outsourcing, hosting, software as a service) are not permitted without the licensors prior written consent.

The licensor points out that the software may contain open source software which is subject to its own licensing rights. If so, the licensor shall provide software licenses for that particular piece in the framework of the corresponding open source licensing regulations ("open source software"), so that the licensee can use the software within the meaning of this agreement. Such open source software is specified in more detail in the corresponding installation package and is licensed in accordance with special open source regulations. If there are any contradictions between the terms of this agreement and regulations for open source software, the regulations for open source software shall take precedence in respect of such open source software.

4. Term and Termination

This agreement commences with the licensees purchase of the software and runs for a fixed term according to the licensees purchase. During this fixed term it cannot be terminated for convenience and after the fixed term it will automatically expire.

The right of the parties to terminate this agreement for cause remains unaffected. For the licensor, cause shall exist, in particular, if

a) the licensee is in default for more than three months with an amount of the license fee that corresponds pro rata temporis to a portion of three months,

b) the licensee suspends his payments, itself, or, if permissible, the licensor apply or any other creditor of the licensee applies for the institution of insolvency proceedings or similar statutory proceedings, if such a proceeding is opened or declined for a lack of assets, or

c) if the licensee significantly violates this agreement and fails to cease such violation within a reasonable period for rectification granted by the licensor.

Termination according to the terms described before shall always be threatened with specification of the grounds and the grant of a reasonable period for rectification (normally at least two (2) weeks), and may only be declared within two (2) months after that period has ended. No period for rectification has to be granted if the licensor cannot be reasonably expected to do so.

In the event that the licensor terminates this agreement for cause, the licensor shall be entitled to retain the license fee, to which the licensor would have been entitled without termination, as damages, less the expenditures saved by the licensor due to the termination. This shall not apply if the licensee is not responsible for the cause. Generally, the licensor shall reduce the license fee by a lump-sum in the amount of 10% to account for saved expenditures. The licensee is entitled to prove that the licensor has saved more than 10%.

Notices of termination shall be in written form to be effective.

Upon the expiry or termination of this agreement, the software may lose significant parts or the total range of the functionality. The licensor may require the licensee to delete the software from the licensees IT systems.

5. Obligations of the Licensee

The installation of the software shall be conducted by the licensee. The licensor shall reasonably advise and support the licensee in preparing the installation. It is the licensees duty to observe the licensors instructions and/or to clarify the installation conditions with the licensor in due time and comprehensively in order to be able to carry out the installation smoothly and speedily. The licensee will also operate the software.

If the licensee requests support in case of defects the licensee shall send the licensor detailed error reports and shall assist the licensor comprehensively and at the licensees own expense with the error analysis and rectification.

The licensee is obliged to accept, install and launch all new versions of the software, updates, patches, etc. provided by the licensor for error or defect rectification.

The licensee shall install without delay, at the latest within 30 calendar days update packages provided by the licensor to fix security issues or bugs to avoid or mitigate claims addressed by section 7.

6. Purchase, Payment Terms

If the licensee has purchased the software via a platform, the licensee shall make an upfront payment of the license fee for the respective contract term to the reseller in accordance with the platform's terms of use as detailed on the licensors webpage on the platform. If the licensee has purchased the software directly from the licensor, the licensee shall make an upfront payment of the license fee for the respective contract term to the licensor.

The licensor may require additional reasonable compensation for additional expenditure caused by the licensees conduct in breach of contractual obligations or by the licensees failure to cooperate at all, in good time or as agreed, by the licensees use of the software contrary to the intended purposes or the terms in this agreement, or by the subsequent amendment or expansion of performance demands by the licensee. This shall not apply where the licensee is not responsible for the additional expenditure.

The licensee may only make a set-off against claims that are not disputed by the licensor or have been established with final force. The licensee shall have a right of retention or the defence of non-performance of the agreement solely within the context of this Agreement.

7. Functionality, Maintenance and Support

The licensee will be able to use a software that works as advertised in the platform and described in detail in the documentation, available at
https://marketplace.atlassian.com/vendors/1220051/oliver-rolle

The licensor does not warrant that the software is suitable for a certain purpose of use, unless it is stated explicitly in the documentation mentioned before.

The licensor will rectify any defects and errors of the software duly reported by the licensee within a reasonable period of time. The licensor may rectify defects by making available a software that is free from this defect or by informing the licensee of a way to avoid the effects of the defect.

The licensor is liable for defects of the software only to the extent that the licensor is responsible for them.

In the event that the licensee makes enhancements or add-ons to the software, the licensee acts at own risk and sole responsibility. The licensor does not assume any warranty obligations for defects in the components of the software that are affected by modifications or add-ons, unless the licensee is able to prove that the defect is not due to the modification or add-on or if the licensor has approved the modification or add-on in written form. The same applies if modifications, add-ons or other unauthorized interferences by the licensee in

the software outside the existing standard functionality of the software change or expand the contents or structure of the databases of the software.

The licensor makes available new releases of the software from time to time at our own choice. It may happen that new releases do not contain all functionalities of previous releases or do not have full downward compatibility to previous versions of the software. The licensee can decide at its own choice to use new releases, unless terms under section 5 apply. In case the licensee uses new releases this agreement applies to such releases as well. Bugs will be fixed by releasing a new version of the software which contains the fix.

8. Limitation of Liability

To the maximum extent permitted under applicable law, the licensor excludes its liability for damages of any kind or nature, including without limitation any compensatory, incidental, direct, indirect, special, punitive or consequential damages (including (without limitation) loss of use, loss or corruption of data, loss of income or profit, loss of or damage to property, claims of third parties, reputational harm, opportunity loss, loss of contracts or customers, loss of goodwill, loss of anticipated savings, recoupment of any investment made, the cost of procuring replacement goods or services, and other losses including attorneys' fees) in connection with (a claim relating to) this agreement, including (without limitation) claims resulting from the (non-)performance of the software.

The foregoing exclusion shall equally apply to the benefit of the licensors and its affiliates' employees, agents, suppliers and contractors.

In the event that liability is nevertheless imposed on the licensor, its affiliates, their employees, agents, suppliers or contractors, the liability shall not exceed the amount of the fees (excl. taxes) paid for the software, if any. In no event shall the licensor have any obligations, responsibilities or liability whatsoever with respect to a backup copy of the software made by the licensee. Third party material shall be exclusively governed by the applicable third party terms and conditions.

9. Confidentiality and Data Protection

The parties agree to treat in confidence, also beyond the end of this agreement, all confidential information, of which they obtain knowledge, or which are provided to them prior to or during performance of the contract by the other party, unless such confidential information becomes publicly known without a breach of the confidentiality obligation. The parties shall keep and safeguard Confidential Information in a manner that excludes access by third parties. The licensee shall only enable access to confidential information for those employees and authorized persons who require such access in order to perform their work responsibilities. Such persons shall be instructed about the confidentiality obligation.

Where, in the course of providing the licensors contractual obligations under this agreement, the licensor process personal data for which the licensee is the responsible party or where access to such personal data is possible, the parties shall in advance enter into an agreement on processing of personal data that complies with the relevant statutory requirements.

The licensor may use the licensees contact data (name, email address) for sending the licensee emails with information regarding the software during an active license or evaluation term and a period of 6 months after its end. The licensee can deny this right at the time of the conclusion of this agreement as well as at any time afterward by submitting a request to https://oliver-rolle.atlassian.net/servicedesk/customer/portal/2, requesting the type of information you do not want to receive any more.

The licensor may name the licensee as a referential customer as of conclusion of this agreement. The licensee can deny this right at the time of the conclusion of this agreement as well as at any time afterward by submitting a request to https://oliver-rolle.atlassian.net/servicedesk/customer/portal/2, requesting the references to be deleted. Upon receipt of such request, the licensor will remove any reference to the licensee within 30 days and make no further reference to the licensee.

The information the licensee provides will be used by the licensor to provide support services, to promote services and to fulfill legal obligations (e.g. accounting). Information on the licensee will not be shared with third parties. The licensor will hold the personal data the licensee provided for 3 years after the expiration of an active license, for 1 year after the expiration of an evaluation license. The licensee has a right to access personal information, to object to the processing of personal information, to rectify, to erase, to restrict, to port personal information and to apply to a data protection authority.

10. Choice of Law and Venue, Final Provisions

The sole place of jurisdiction for all disputes arising from this agreement is Ontario (Canada).

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.

11. Evaluation Period

The software can be tested free of charge for a period of 30 days ("Evaluation period") by downloading the software from the platform. With the expiry of the evaluation period the software will automatically stop functioning.

The following provisions shall apply to the evaluation period and take precedence over the general provisions of the agreement set in sections 1 to 10 above:

1.
    1. Vendor is not obliged to any maintenance or support.
    2. Vendor grants a worldwide, non-exclusive, right of use of the software for 30 days – solely on hardware systems owned, leased or controlled by the individual or single legal entity that downloaded the software.
    3. The right granted pursuant to no. 2 shall commence with the download of the Software.