Snapbytes End User License Agreement

Version 1.1

Date: 15.01.2020

Snapbytes software is licensed under the directives of the "Standard EULA" (originally taken from the "Atlassian Marketplace Terms of Use"). In the Standard EULA, the term "Publisher" is Snapbytes Bilgi Teknolojileri Ltd. t. i. and the term "Marketplace Product" includes all software developed and made commercially available by Snapbytes.

Standard EULA

(i) The Publisher is the licensor of the Marketplace Product and Atlassian is not a party to the Publisher EULA or this Standard EULA, as applicable.

(ii) If the Marketplace Product does not include a Publisher EULA that specifies Marketplace Product license rights, Publisher grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Marketplace Product only on hardware systems owned, leased or controlled by you.

(iii) Licenses granted by Publisher are granted subject to the condition that you must ensure the maximum number of Authorized Users that are able to access and use the Marketplace Product concurrently is equal to the number of User Licenses for which the necessary fees have been paid to Atlassian and/or its authorized partners (each, an "Atlassian Expert"). You may purchase additional User Licenses at any time on payment of the appropriate fees to Atlassian or an Atlassian Expert. "User License" means a license granted under this EULA to you to permit an Authorized User to use the Marketplace Product. The number of User Licenses granted to you is dependent on the fees paid by you. "Authorized User" means a person who accesses and uses a Marketplace Product under the EULA and for which the necessary fees have been paid to Atlassian and/or an Atlassian Expert.

(iv) Any information that Publisher collects from you or your device will be subject to any Publisher EULA, privacy notice, or similar terms that the Publisher provides to you, and will not be subject to the Atlassian Privacy Policy (unless Atlassian is the Publisher).

(v) You may not modify, reverse engineer, decompile or disassemble the Marketplace Product in whole or in part, or create any derivative works from or sublicense any rights in the Marketplace Product, unless otherwise expressly authorized in writing by Publisher.

(vi) The Marketplace Product is protected by copyright and other intellectual property laws and treaties. Unless otherwise expressly stated in the Publisher EULA, Publisher or its licensors own all title, copyright and other intellectual property rights in the Marketplace Product, and the Marketplace Product is licensed to you directly by the Publisher, not sold.

(End of Standard EULA)

Additional Terms

1. Types of Snapbytes Products

This agreement governs Snapbytes’s commercially available software products including Server Products, Data Center Products and Cloud-based Products, any related support or maintenance services, and documentation provided by Snapbytes.

2. Support and Maintenance

Snapbytes will provide the support and maintenance services for the Products during the period for which you have paid the applicable fee.

3. Warranty Disclaimer

ALL PRODUCTS ARE PROVIDED "AS IS", AND SNAPBYTES AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND. SNAPBYTES SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SNAPBYTES.

4. Limitation of Liability

NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER.

5. Publicity Rights

Snapbytes may identify you as a Snapbytes customer in promotional materials. You may request that we stop doing so by submitting an email to info@snapbytes.com at any time. Please note that it may take us up to 30 days to process your request.
6. Improving our Products

Snapbytes is always striving to improve its Products. In order to do so, we need to measure, analyze, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base. We collect and use analytics data regarding the use of our Products as described in our Privacy Policy.

7. No Reverse Engineering

Licensee may not reverse engineer any Snapbytes products not delivered in source format (the binary materials) nor may Licensee decompile, disassemble, or otherwise reduce the binary materials or any component thereof to human-readable or non-binary form.

8. Transfer

You may not loan, sell, rent, lease or any other way transfer the SNAPBYTES PRODUCT, or any portion thereof, except as expressly provided by this EULA.

9. Applicable Law

This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Laws of Turkey and shall be submitted to the exclusive jurisdiction of the Turkish courts.

10. Changes to this Agreement

Snapbytes may update or modify this Agreement from time to time, including any referenced policies and other documents. 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.

11. Contact Information

For communications concerning this EULA, please write to info@snapbytes.com.