ConnectALL End-User License Agreement

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“Affiliate” means any corporation, limited liability company or other business entity under common control with Licensee or that controls or is controlled by Licensee. For purposes of this definition, the term “control” means the power to direct the management or affairs of another, whether through the ownership of stock, by contract or otherwise.

“ALM Product” means a computer program used for the development and life-cycle management of software. By way of illustration and not limitation, ALM Products include such products as IBM DOORS, HP Quality Center, and Atlassian JIRA.

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“Authorized User” means and includes Licensee, any Affiliate and any employee of either of them.

“Embedded Third-party Software” means MuleSoft ESB and any other third-party computer program or source code incorporated in the Software under license to Go2Group.

“License” means Licensee’s right to install and use the Software pursuant to this EULA.

“Licensee” or “you” means the individual or legal entity (as the case may be) licensing the Software pursuant to the Order.

“Third-party Licensor” means a licensor of Embedded Third-party Software.

“Order” means the purchase order for the Software associated with this EULA; the relevant proposal or quote submitted by Go2Group to Licensee in connection with this EULA and otherwise accepted by Licensee; or a combination of both, as the context may require.

“Update” means any upgrade or modified or updated version of ConnectALL made generally available by Go2Group to its customers after Effective Date.
2. INSTALLATION/HOSTING

(a) **License Type I – Local Installation.** If the Order specifies License Type I, Go2Group grants to Licensee a non-exclusive, non-transferable license to install one copy of the Software on one Authorized Device. Licensee may make up to three (3) copies of the Software, but only for archival, backup, and disaster recovery purposes.

(b) **License Type II – Hosted Services.** If the Order specifies License Type II, then in lieu of local installation Go2Group during the Term will host the Software for Licensee in accordance with Paragraph 8 and prevailing industry standards of availability, connectivity and security (collectively, the “Hosted Services”).

3. USE. Go2Group grants to Authorized Users a non-exclusive, non-transferable license to access and use the Software during the Term to connect the ALM Instances identified in the Order (the “Designated ALM Instances”). As used in this EULA, the term “connect” means the bi-directional utilization of the Software to synchronize data shared across disparate ALM Products such that all users see the same data regardless of the product they use. The Software may not be used under this EULA to connect applications or instances other than the Designated ALM Instances. If Licensee wishes to use the Software to connect other applications or instances, Licensee must license the Software for such purposes pursuant to a separate end-user license agreement with Go2Group.

4. TERM. The term of the License (the “Term”) is one year commencing on the date Go2Group generates a license key for the Software pursuant to this EULA (the “Effective Date”). If Licensee wishes to continue to use the Software after the Term expires, Licensee must re-license the Software for an additional one-year term in accordance with Go2Group’s then current pricing and EULA terms and conditions. If the Order specifies License Type I, Licensee acknowledges that its copy of the Software contains license protection mechanisms that will render the Software inoperative automatically when the Term expires.

5. FEES. Licensee shall pay to Go2Group in advance the following fees in the specific amounts set forth in the Order. A license key for the Software will not be generated unless and until Go2Group has received full payment in United States Dollars of all applicable fees.

(a) In consideration of the License, Licensee shall pay to Go2Group a license fee equal to (i) the base annual subscription fee for the Software plus (ii) the aggregate connection fee for the Designated ALM Instances, all as more particularly set forth in the Order. Except as otherwise provided in clause (iii) of Subsection 13(b), all license fees paid to Go2Group pursuant to this EULA shall be non-refundable.

(b) If the Order specifies License Type II, Licensee shall pay to Go2Group in addition a separate hosting fee in consideration of the Hosted Services.

6. UPDATES. If the Order specifies License Type I, Go2Group will make available to Licensee via electronic download any Updates released during the Term. If the Order specifies License Type II, Updates will be incorporated in the Software automatically.

7. SUPPORT. During the Term, Go2Group will use its best efforts to provide online technical support for the Software through the ticketing system at www.jira.go2group.com or other designated support URL.
8. **HOSTING TERMS.** The following provisions apply if the Order specifies License Type II.

(a) The Hosted Services are limited to providing access to the Software via the Internet on a secure application server (dedicated or virtual) controlled by Go2Group. The Hosted Services do not include data transfer services or data storage. Licensee is solely responsible for the security and integrity of its data. Go2Group is not responsible for any Licensee data lost, corrupted, altered or intercepted in connection with or as a result of Licensee’s use of the Hosted Services.

(b) The Software will be accessible twenty-four (24) hours a day, seven (7) days a week, except for downtimes due to scheduled maintenance and required repairs or bug-fixes, and except for any loss or interruption of Hosted Services due to causes beyond the control of or not reasonably foreseeable by Go2Group, including but not limited to interruption or failure of telecommunication networks and digital transmission links, Internet slow-downs and failures, and failures of servers or other computer hardware or equipment that is not, by its nature, fault-tolerant.

(c) Licensee is responsible for its own Internet connectivity. Licensee must use software, systems and equipment compatible with the Hosted Services, and correct ports opened for communications as Go2Group specifies in its published policies and other documentation. Any Licensee web browsers and other software must support the Secure Socket Layer (SSL) protocol or other protocols accepted by Go2Group or listed in Go2Group’s documentation.

(d) Go2Group may use aggregate information to measure general Hosted Service usage patterns and characteristics of its user base and otherwise to improve its products and services, and may include such aggregate information about its audience in promotional materials or reports to third parties. This aggregate information will not reference names, phone numbers, email addresses, or other personally identifiable information, and it will be not traceable to a specific recipient or user email address.

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(b) Go2Group may assign this EULA at any time upon reasonable prior written notice to Licensee.

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