

GitKraken End User License Agreement

The following End User License Agreement (the “Agreement”) governs Your use of the Software (as defined below) provided to You by Axosoft, LLC, an Arizona limited liability company (“Axosoft”).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A WRITTEN AGREEMENT WITH AXOSOFT THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on June 14th, 2016. It is effective between You and Axosoft as of the date of You accepting this Agreement.

1. DEFINITIONS

“Authorized Use Limits” means the specific level of use at which You are authorized to execute or run the Software. This level may be measured by any combination of the following: individual named users, maximum concurrent users, license term (i.e. perpetual or limited duration), authorized use restrictions (open source projects or commercial use) or any other level of use as specified by Axosoft at the time of Your entering into this Agreement.

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“License Term” means the time period that the Software is licensed to You, as specified by Axosoft at the time of Your entering into this Agreement.

“Software” means the particular version of the Axosoft proprietary software program supplied by Axosoft to You under the name GitKraken, including any Software updates and Documentation. You acknowledge that Axosoft may provide multiple versions of the Software, some of which may be free of charge and others which may require payment. Under no circumstances shall you be entitled to anything but the specific version of the Software that Axosoft provides to you at the time you enter into this Agreement.

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6. TERM AND TERMINATION

6.1 License Term. The License Term is as specified by Axosoft at the time of Your entering into this Agreement and specific to the version of GitKraken licensed to You. If Your license is limited in time, the License Term shall commence upon the date set forth on the Order Form and shall continue for the period of time set forth by Axosoft at the time of Your order.

6.2 Termination; Effect of Expiration or Termination. In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate the Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. Axosoft shall also have a right to terminate this Agreement for cause if You are in breach of any other agreement with Axosoft. Upon any termination of the Agreement, (a) You shall immediately discontinue use of the Software and destroy all copies of the Software in Your possession or control; and (b) if Axosoft requests, You agree to promptly provide Axosoft with written certification of the destruction. The following provisions shall survive any termination of this Agreement: Sections 4, 5, 6, and 7.

7. GENERAL PROVISIONS

7.1 Notice. Notices regarding this Agreement to Axosoft shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to Axosoft at the address provided at the time of Your order. Axosoft may give notice to You by electronic mail to Your e-mail address on record with Axosoft, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Your address on record in Axosoft's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile or e-mail.

7.2 Export. You agree that U.S. export control laws and other applicable export and import laws govern Your use of the Software. You represent that You are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Software in any manner that would violate applicable law, including but not limited to export control laws and regulations.

7.3 Force Majeure. Neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

7.4 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona and controlling U.S. federal law. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenienc.

7.5 Integration; Modification. This Agreement together with any purchase order, represents the parties' entire understanding relating to the subject matter herein, and supersedes any prior or contemporaneous, conflicting or additional, communications. Except as otherwise set forth herein, the terms and conditions of this Agreement may only be amended by written agreement of the parties. Nothing contained in any purchase order submitted by You shall in any way serve to modify or add to the terms of this Agreement.

7.6 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

7.7 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Axosoft and You as a result of this Agreement or use of the Software.

7.8 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

7.9 Refunds. For paid editions of GitKraken, Axosoft will provide a full refund of the entire purchase amount, should you be unsatisfied with your purchase for any reason, for up to 30 days after your initial purchase date. Subsequent recurring charges or cancelations after 30 days are not eligible for a refund.