

## **GitKraken End User License Agreement**

The below agreement does *not* apply to our Git Integration for Jira product. You can click the following link to find the [Git Integration for Jira EULA](#).

**Last updated:** February 25, 2026 (Updated to include Amendment No. 1)

**IMPORTANT – READ CAREFULLY:** This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity, “you” or “your”) and Axosoft, LLC DBA GitKraken (“GitKraken”) and governs your use of the software and any associated documentation that accompany or reference this EULA, whether obtained directly from GitKraken or through any third party marketplace or distribution platform.

**GITKRAKEN PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA (INCLUDING SCHEDULE A ATTACHED HERETO) AND ANY APPLICABLE ORDERS, AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING “I AGREE,” INSTALLING, PURCHASING OR DOWNLOADING THE SOFTWARE, WHETHER OR NOT THROUGH ANY THIRD PARTY MARKETPLACE (INCLUDING BUT NOT LIMITED TO ATLISSIAN MARKETPLACE), OR OTHERWISE USING OR ACCESSING THE SOFTWARE, YOU: (A) AGREE TO BE BOUND BY THE TERMS OF THIS EULA; AND (B) REPRESENT AND WARRANT THAT (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (II) IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND THEM TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, USE, ACCESS, PURCHASE OR DOWNLOAD THE SOFTWARE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, IN THE EVENT OF A CONFLICT BETWEEN THE MAIN BODY OF THIS AGREEMENT AND SCHEDULE A, THE TERMS OF SCHEDULE A SHALL GOVERN.**

### **1. DEFINITIONS**

“Affiliate” means an entity controlled by or under common control with the subject entity. “control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. “AI Features” means any functionalities or capabilities within the Software that may be offered by us from time to time that utilize artificial intelligence or machine learning technologies. “Authorized Users” means solely those individuals authorized to use the Software pursuant to the license granted under this Agreement, or as set forth on an order for the purchase of a license hereunder that references this EULA. “Documentation” means our end user documentation, user manuals, handbooks, and installation guides relating to the Software purchased under this EULA made available by GitKraken. “Open Source Software” means any open source software, or any individual software components, which are licensed under the terms of various separate software license agreements. “Server” means a single physical computer that is accessed or accessible by multiple client programs and/or users and are owned, leased, or controlled by you. Multiple computers that share processing power or operate in a networked configuration as a single computer, such as a “server cluster,” or similar arrangement, shall constitute multiple Servers for the purpose of this EULA. “Software” means collectively, the applicable GitKraken software product in object code format that you are licensing subject to this EULA, including any applicable Hosted Features (as defined below), AI Features, and all versions and Updates

related thereto. The term “Software” specifically excludes all Open Source Software provided in connection with the Software. “Software License Key” means a unique code to be issued to you by GitKraken that is required to activate the Software. “Updates” means any updates, bug fixes, patches, or other error corrections to the Software that GitKraken generally makes available free of charge to all licensees of the Software.

## **2. GRANT OF LICENSE**

**2.1 License Rights.** The Software is being licensed to you subject to and conditioned on the terms, conditions and limitations of this EULA and the terms of your Proof of License, including any terms and conditions specific to the marketplace or platform through which you obtained the Software. GitKraken hereby grants you a non-exclusive, non-transferable limited license, without rights to sublicense, during the term and solely by and through its Authorized Users, to: (i) use and access the Software solely for your internal business purposes in accordance this EULA and its Documentation; (ii) install as many instances of the Software solely in object code on the numbers of Servers you elect, provided that the total number of Authorized Users across all of your instances does not exceed the amount of users permitted by your Proof of License; and (iii) use the Documentation, solely in support of its licensed use of the Software in accordance with this EULA and solely for your internal business purposes. GitKraken reserves the right to monitor and audit your usage of the Software, including through automated means, to verify compliance with the terms of this EULA and the number of Authorized Users licensed to you. This may include, but is not limited to, verifying the number of instances, servers, or users accessing the Software. You agree to promptly provide GitKraken with all reasonable information and cooperation requested by GitKraken to verify such compliance. If GitKraken determines that your usage of the Software exceeds the number of Authorized Users or otherwise breaches the terms of this EULA, GitKraken may, at its sole discretion, charge you for the excess usage at GitKraken’s then-current list price, in addition to any other rights and remedies available to GitKraken under this EULA or at law or in equity. You acknowledge and agree that this provision is reasonable and necessary for GitKraken to protect its legitimate business interests. GitKraken retains all rights not expressly granted to you under this EULA and expressly disclaims any implied rights.

**2.2 Proof of License.** Your Proof of License will specify: (a) the Software licensed, (b) the license term, which will take effect on the purchase date, or such other date that may be indicated on the Proof of License if not the purchase date, (c) the total number of Authorized Users (including individual users and maximum concurrent users), and (d) any other applicable terms (e.g., expiration date, use restrictions (such as open source projects) authorized location(s) for a site license, etc.). Additionally, if your Proof of License includes additional services, then it will also specify the (e) service and (f) service term. The Proof of License may be delivered to you in various ways depending on the manner in which you obtain Software and services; for example, the Proof of License may be provided in your receipt, invoice or your contract with GitKraken or its Affiliate or authorized GitKraken reseller or marketplace. It may also be in electronic form if you download Software. If your Proof of License does not set forth the license term or number of authorized users, then the license term shall be for one (1) year, and the number of Authorized Users shall each be one (1), as applicable. If you do not have a Proof of License, then such software shall be an Evaluation Product and your rights shall be as set forth in Section 2.1 above.

**2.3 Software Transfer.** For downloaded Software, provided you have purchased a license for such workstation or user, you may transfer the Software to a different internal workstation that

you control. You may not, however, transfer the Software to any third party or otherwise install the Software on a Server or other hardware systems not owned, leased or controlled by you.

**2.4 Limitations.** You may only use the Software and Documentation for your internal business purposes and in the scope of the licenses granted herein and for no other purpose without GitKraken's written consent. You may not: (i) use, copy, sell, sublicense, modify, display, rent, lease, loan, transfer, distribute, assign, transfer, download, merge, make any translation or derivative work of the Software or Documentation, whether or not patentable, decompile, reverse engineer, disassemble, attempt to derive the source code of the Software, or otherwise make available the Software or Documentation, or any features or functionality of the Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service except as expressly provided herein; (ii) reverse engineer, decompile, or disassemble the Software, or access or use any Third Party Materials, directly or indirectly, independent of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (iii) remove, delete, alter or obscure any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Software or Documentation; (iv) use the Software or Documentation in violation of any law, regulation or rule; (v) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to GitKraken's commercial disadvantage; or (vi) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including without limitation (a) power generation systems; (b) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; (c) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and (d) military or aerospace applications, weapons systems, or environments.

**2.5 Open Source Software.** Any Open Source Software that may be contained in the Software is licensed under the terms of the applicable open source license agreements ("Open Source Terms"). Copyrights to the Open Source Software are held by the respective copyright holders as indicated in the Open Source Terms. While these Open Source Terms apply to the respective Open Source Software, to the extent that there may be any conflict or inconsistency between this EULA and the Open Source Terms, the terms of this EULA will prevail to the extent of such conflict or inconsistency, except as otherwise explicitly stated in the Open Source Terms. Furthermore, any obligations or liability you may have under the Open Source Terms are strictly between you and the respective copyright holders of the Open Source Software.

**2.6 Types of Licenses.** GitKraken provides several different types of licenses, which are further detailed on your Proof of License. However, we have summarized them here for your convenience:

- **Self Hosted:** This version of the license grants you a single license to the installed version of the Software only and does not grant you access to the Hosted Features.
- **Stand Alone:** This version of the license grants you a bulk single license and permits you to install copies of the Software on multiple Servers that you own or control. It does not grant you access to the Hosted Features.

- **Standard:** This version of the license grants you a license to install the Software and to access the Hosted Features.

**2.7 User Content.** To the extent purchased, certain features of the Software are provided on a hosted basis to you (the “Hosted Features”). Subject to the terms and limitations of this EULA (and Schedule A) and the terms of your Proof of License, GitKraken hereby grants you during the license term a non-exclusive, non-transferable license to access and use the Hosted Features.

- You retain ownership of and responsibility for your User Content.
- You hereby grant to GitKraken a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use, reproduce, process, and distribute your User Content solely for the purpose of providing the Software to you and for improving GitKraken’s products and services. **(NOTE: See Schedule A for specific limitations on AI Model Training regarding this license.)**

**2.8 Third Party Materials and Marketplaces.** The Software may be distributed through third-party marketplaces. You are bound by and shall comply with all such third-party licenses and acquire any licenses and/or consents necessary for use of such Third Party Materials.

**2.9 Responsibility for Use of Software.** You are responsible and liable for all uses of the Software and Documentation through access you provide, directly or indirectly.

**2.10 Trial or Beta Licenses.** GitKraken may offer the Software on a trial basis (“Evaluation Product”) or beta basis (“Beta Product”). THE EVALUATION PRODUCT OR BETA PRODUCT IS PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND.

**2.11 AI Features and Output.** The Software may include AI Features that process User Content through third-party AI providers, including Google Gemini. Your use of the AI Features is subject to Google’s terms of service and privacy policy. We will not claim ownership over AI-generated content. You are solely responsible for reviewing and testing any such content.

### **3. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

**3.1 Ownership Rights.** The Software is licensed, not sold. GitKraken retains all right, title, and interest in and to the Software. **3.2 Your License of Company Name and Logo.** GitKraken may identify you as a customer on its website and marketing materials. **3.3 Confidentiality.** Each party will protect the other party’s Confidential Information with at least a reasonable degree of care. **(NOTE: See Schedule A for data isolation and processing clarifications.)**

### **4. SUPPORT SERVICES**

**4.1 Support Terms and Conditions.** GitKraken will provide support in accordance with its then-current support terms. **4.2 Usage, AI Interaction, and Other Data.** The Software automatically collects usage information, bug reports, and AI interaction data. **(NOTE: See Schedule A for specific restrictions against using this data for model training.)**

### **5. AUDIT AND RECORDS**

You agree to maintain accurate records for a period of two years after termination for the purpose of usage auditing.

### **6. TERMINATION**

GitKraken may terminate this EULA immediately if you fail to comply with any term. Upon termination, you must destroy all copies of the Software.

## **7. U.S. GOVERNMENT USERS; COMPLIANCE AND RESTRICTIONS**

The Software is “commercial computer software.” You must comply with all applicable U.S. Export Administration Regulations.

## **8. LIMITED WARRANTIES, EXCLUSIVE REMEDY, AND DISCLAIMER**

**8.1 Limited Warranties.** GitKraken warrants substantial conformity for a period of 30 days. THIS WARRANTY DOES NOT APPLY TO AI-GENERATED CONTENT. **8.2 Exclusive Remedy.** GitKraken will, at its discretion, either resolve the error or provide a refund.

## **9. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GITKRAKEN’S AGGREGATE LIABILITY SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU IN THE TWELVE MONTHS PRECEDING THE EVENT.

## **10. ASSIGNMENT**

You may not assign this EULA without prior written consent.

## **11. PRIVACY POLICY**

Data is collected in accordance with the GitKraken Privacy Policy.

## **12. CLASS ACTION WAIVER; ARBITRATION; JURY TRIAL WAIVER**

Any disputes will be resolved solely by final and binding individual arbitration in Phoenix, Arizona, under AAA rules. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

## **13. GENERAL PROVISIONS**

This EULA is governed by the laws of the State of Arizona.

## **14. CONTACT INFORMATION**

Axosoft LLC DBA GitKraken, 16435 N Scottsdale Road, Suite 130 Scottsdale, AZ 85254, or email support@gitkraken.com.

## **SCHEDULE A: AMENDMENT NO. 1 (AI DATA USAGE)**

**Effective Date: February 25, 2026**

This Schedule A is hereby incorporated into the EULA. In the event of any conflict between the terms of this Schedule and the main body of the EULA (specifically Sections 2.7, 3.3, and 4.2), the terms of this Schedule shall govern.

**A.1 Restriction on Model Training.** Notwithstanding any language to the contrary in Section 2.7 (User Content) or Section 4.2 (Usage, AI Interaction, and Other Data), GitKraken hereby affirms and agrees that:

- **No Internal Training:** GitKraken does not, and has not historically, used User Content, code snippets, or AI interaction data provided by you to train, retrain, or update its proprietary machine learning models or those of its Affiliates.

- **Separation of Improvement and Training:** The term “improving GitKraken’s products and services” shall be interpreted to include bug fixing, performance optimization, and UI/UX enhancements, but shall specifically **exclude** the use of your data as a training corpus for generative AI models.

**A.2 Third-Party AI Context.** The Software utilizes the Google Gemini API. While your data is processed by Google in accordance with Section 2.11, GitKraken represents that it does not independently harvest or aggregate your inputs/outputs for its own model development. GitKraken shall maintain a policy of data isolation to ensure that customer-specific code and queries remain segregated from any general-purpose model development environments.

**A.3 Certification of Status.** As of the Effective Date of this Amendment, GitKraken certifies that it is not currently engaged in “training on customer data.” Any future change to this status would require a material update to this EULA and prior notification to Authorized Users.