

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: November 17, 2025

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 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 ATlassian 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 OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF GITKRAKEN’S SOFTWARE.

IMPORTANT NOTICE REGARDING ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER: WHEN YOU AGREE TO THIS EULA, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND GITKRAKEN THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU ARE ALSO WAIVING YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION LAWSUIT AND TO A JURY TRIAL. PLEASE REVIEW CAREFULLY SECTION 12 “CLASS ACTION WAIVER; ARBITRATION; JURY TRIAL WAIVER” BELOW FOR DETAILS REGARDING THESE IMPORTANT WAIVERS OF YOUR RIGHTS.

We may update this EULA from time to time in our sole discretion and will provide you with the latest version by posting it on our website or providing notice to you in the Software or to your email address on record. Your continued use of the Software thereafter will be deemed your acceptance of the EULA as revised. GitKraken reserves the right to suspend or terminate your access to the Software if you do not agree to any updates to this EULA. If you do not agree to any change, your sole remedy is to cease using and accessing the Software.

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.

Other Products: From time to time, we may offer other versions of the license and the details pertinent to that license will be specified on your Proof of License.

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 the terms of your Proof of License, including the payment of applicable fees, GitKraken hereby grants you during the license term a non-exclusive, non-transferable license, without the right to sublicense, to access and use the Hosted Features in connection with the Software for your internal business purposes. You agree as follows:

You may create or upload User Content while using the Software. You are responsible for the information, data, messages, comments, and other content or material that you submit, upload, or create on or through the Hosted Features ("User Content"), including its legality, reliability and appropriateness. You may not upload, post or otherwise make available through the Software any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by

any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any User Content that you post, upload, link to or otherwise make available via the Software, regardless of the form of that content.

You retain ownership of and responsibility for your User Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any User Content you post, submit, or link; that you will only do so for User Content that you have the right to take such action; and that you will fully comply with any third party licenses relating to your User Content. Because you retain ownership of and responsibility for your User Content, GitKraken requires certain legal permissions. You hereby grant to GitKraken, and its Affiliates, a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, display, modify, prepare derivative works, publish, transmit and distribute your User Content, or any portion thereof for the purpose of sharing your User Content with parties you designate, for the purpose of providing the Software to you, and for improving GitKraken's products and services. We may modify or adapt your User Content in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the User Content as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. You agree not to include any personally identifiable information in your User Content. This license does not grant GitKraken the right to sell User Content nor the right to otherwise distribute or use your User Content outside of our provision of the Software, except that as part of the right to archive User Content, GitKraken may permit our service providers to store and archive User Content in repositories on our behalf.

Any User Content you post publicly or through any of the Software's interactive features, including issues, comments, and contributions to other users', may be viewed by others. By using any of these interactive features or services, you agree to allow others to view your User Content and such content is not subject to the confidentiality provisions set forth in this EULA. You grant each user you have shared, or if shared in a public area, all users of the Software a nonexclusive, worldwide license to use, display, and perform your User Content through the Software. If you are uploading User Content you did not create or own, you are responsible for ensuring that the User Content you upload is licensed under terms that grant these permissions to other GitKraken users.

You agree to pay for all royalties, fees, expenses (including reasonable attorney's fees), damages and any other monies owing any person by reason of any User Content posted by you to or through the Software. By providing User Content, you represent and warrant that such User Content will not violate any of the unauthorized activities described herein. GitKraken may, but is not required nor has any obligation to, monitor, police or remove, in whole or in part, any User Content or other information submitted by you or any other user that it determines in its sole discretion is in violation of this Agreement or would otherwise cause GitKraken, its users, or third parties harm.

You shall not submit, provide or transmit through the Software, and shall not permit any of your users to, any User Content or other information that, in the discretion of GitKraken:

Defames, abuses, harasses, stalks, threatens, or otherwise violates the legal rights (such as rights of privacy and publicity) of GitKraken, its Affiliates or users, or any other third party.

Uses racially, ethnically, or otherwise offensive language.

Discusses or incites illegal activity.

Uses explicit/obscene language or solicits/posts sexually explicit images (actual or simulated).

Exploits children or minors or that depicts cruelty to animals or otherwise exposes GitKraken or its Affiliates to any liability.

Is copyrighted or trademarked materials without obtaining the prior express permission from the owner.

Disseminates any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.

Uses any robot, spider, scraper or other automated means to access the Software.

Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

Alters the opinions or comments posted by others.

Is false or misleading.

Is unrelated to our business, products or services or contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. GitKraken reserves the right to: (i) terminate or suspend access to your account, your ability to post to or use the Software; (ii) refuse, delete or remove any User Content; and (iii) take any other action GitKraken deems appropriate, with or without cause and with or without notice, for any reason or no reason, or for any action that GitKraken determines is inappropriate or disruptive to the Software or to any other user of the Software, all as determined in its sole and absolute discretion. You agree that GitKraken shall not be liable to you or any third party for any such action. GitKraken may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at GitKraken's sole discretion, GitKraken will cooperate with law enforcement agencies in any investigation of your or your user's alleged illegal activity.

2.8 Third Party Materials and Marketplaces. The Software may be distributed through third-party marketplaces or platforms (such as Atlassian Marketplace) and may include software, content, data, or other materials, including related documentation, which are owned by third parties other than GitKraken ("Third Party Materials") and that are provided to you on licensee terms that are in addition to and/or different from those contained in this EULA. Your access to and use of the Software through such marketplaces may be subject to additional terms and conditions required by the marketplace provider. A list of all Third Party Materials, if any, included in the Software and provided under such third party licenses will be set forth in the Proof of License. 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. Any breach by you or any of your users of any such license is also a breach of this EULA.

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. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by your users or by any other third party to whom you or your users may provide access to or use of the Software, whether such access or use is permitted by or in violation of this EULA.

2.10 Trial or Beta Licenses. GitKraken may offer the Software on a trial or no-cost basis (“Evaluation Product”) or beta basis to evaluate the functionality, compatibility, and performance of the Software (“Beta Product,”) before making the decision to purchase a full license. In such instances, your access and use of the Software will expire the date noted when you activate the Software (the “Trial Expiration Date”). When you activate the Evaluation Product or Beta Product, whether directly or through a third-party marketplace, such Software is licensed to you subject to the additional or supplemental terms of this “Trial or Beta Licenses” section and any applicable marketplace terms. By using or accessing an Evaluation Product or Beta Product, notwithstanding anything in this EULA to the contrary: (a) you are granted a limited and non-transferable license to use and access the Evaluation Product and/or Beta Product, as applicable, for your internal purposes until the Trial Expiration Date to solely to evaluate the suitability of the Evaluation Product for purchase or to test and evaluate the Beta Product, as applicable; (b) the limited 30-day warranty in Section 8 below is not applicable to you; (c) GitKraken will have no duty or obligation to provide you with the support services described by Section 4 below; and (d) THE EVALUATION PRODUCT OR BETA PRODUCT, AS APPLICABLE, TOGETHER WITH ALL ASSOCIATED DOCUMENTATION, IS PROVIDED TO YOU “AS IS” WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GITKRAKEN, AND ITS AFFILIATES AND RESPECTIVE LICENSORS, HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND SATISFACTORY QUALITY AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GITKRAKEN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE EVALUATION PRODUCT AND/OR BETA PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NEITHER GITKRAKEN NOR ANY OF ITS AFFILIATES BEAR ANY LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE EVALUATION PRODUCT AND/OR BETA PRODUCT THROUGH AND AFTER THE TRIAL EXPIRATION DATE, AND HAS NO DUTY TO PROVIDE TO PROVIDE SUPPORT.

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 (<https://ai.google.dev/gemini-api/terms>) and privacy policy

(<https://policies.google.com/privacy>), in addition to this EULA and any other terms and conditions referenced by the applicable AI provider.

Some of our AI Features may allow you to generate original content. We will not claim ownership over that content. The AI Features may generate the same or similar content for others and we reserve the right to do so.

You represent and warrant that you have all necessary rights and permissions to submit any User Content to the AI Features. You acknowledge and agree that: (a) any AI-generated content, suggestions, outputs, or code are provided “as is” without warranty of any kind; (b) you are solely responsible for reviewing, testing, and implementing any such content and outputs and will comply with all applicable law using such content and output; (c) you assume all risks and liability associated with their use in your operations, and a third party that you share such output with; and (d) GitKraken shall not be liable for any decisions, actions, or code implementations made based on such AI-generated content. We will not claim ownership of any AI generated content.

3. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

3.1 Ownership Rights. The Software is provided under a license to you and is not sold and you do not acquire any ownership interest. The Software and its documentation, including methods, processes and/or techniques utilized therein, are owned by, proprietary to, and valuable trade secrets of GitKraken and are protected by U.S. copyright law and international treaties. You agree to take no actions that impair, infringe, or challenge GitKraken’s intellectual property rights in the Software, including but not limited to challenging the validity or enforceability of such rights. GitKraken retains all right, title, and interest in and to the Software and the Software License Key(s) and in all related, and whether or not registered, copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including, without limitation, registrations, applications, renewals, and extensions of such rights. You are not granted any rights to any trademarks, service marks, logos or trade names of GitKraken or any of its Affiliates. The Software may contain protective mechanisms that are designed to protect the intellectual property rights of the GitKraken, its Affiliates, and their third party licensors and suppliers. You may not modify, alter, attempt to defeat or defeat such protective mechanisms. You agree to use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access will promptly notify us if you become aware of any infringement of our intellectual property rights in the Software and fully cooperate with us, at our sole expense, in any legal action taken by us to enforce our rights.

3.2 Your License of Company Name and Logo. GitKraken and its Affiliates may use your company name and logo (“Marks”), and you hereby grant a perpetual license to GitKraken and its Affiliates, to identify you as a customer of GitKraken on its website and marketing and promotional materials. You retain all right, title and interest in and to your Marks and all rights not granted to GitKraken and its Affiliates are reserved by you.

3.3 Confidentiality.

Each party agrees that any non-public or proprietary information disclosed by the other party will be considered the disclosing party’s confidential information (collectively, “Confidential

Information”), regardless of whether it is marked or identified as such. Each party agrees to only use such Confidential Information for the express purpose set forth in this EULA, and not for any other purpose. Each party shall use the same degree of care as it would with its own confidential information, but no less than reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the other party’s Confidential Information. Each party promises not to disclose, publish, or disseminate any Confidential Information to any third party, unless the disclosing party does not otherwise prohibit or restrict such disclosure (for example, you might be part of a GitKraken organized group discussion about Evaluation Products or Beta Products).

Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or inaction on your part; (b) known to you before we disclose it to you; (c) independently developed by you without breach of any confidentiality obligation to us or any third party; or (d) disclosed with permission from us. You will not violate the terms of this EULA if you are required to disclose Confidential Information pursuant to operation of law, provided we have been given reasonable advance written notice to object, unless prohibited by law.

Each party will protect the other party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it would use to protect its own confidential information of a similar nature and in no event with less than a reasonable degree of care. Your User Content will be considered your Confidential Information. However, you acknowledge and agree that your use of our AI Features may require processing of your User Content through our AI systems or third-party AI providers, and such processing shall not constitute a breach of confidentiality.

4. SUPPORT SERVICES

4.1 Support Terms and Conditions. During the term of your license and subject to your payment of the applicable fees, GitKraken will provide support services and maintenance to you in accordance with GitKraken’s then-current support terms and conditions, as further detailed on <https://support.gitkraken.com/> (the “Support Terms and Conditions”), which terms are hereby incorporated by reference. Any Update, upgrade or supplemental software code or related materials that GitKraken provides to you as part of any support services are to be considered part of the Software and are subject to the terms and conditions of this EULA. GitKraken may use, modify, adapt, and create derivative works from any information you provide to GitKraken or its Affiliates for any GitKraken business purposes without restriction or compensation, including for product support and development and creating derivative works.

4.2 Usage, AI Interaction, and Other Data. The Software, by default, automatically collects and sends to GitKraken and/or its third party agents (a) general usage information, such as actions and durations of those actions, (b) bug reports when the Software experiences a crash, (c) AI Feature interactions, including queries and responses, and (d) code snippets and contextual information necessary for AI functionality. You acknowledge that the AI Features may process your code and queries through third-party AI providers (such as Google Gemini), subject to their respective terms of service and privacy policies. This information is used by GitKraken to improve the Software and related products and services. You acknowledge and agree that GitKraken solely and exclusively owns all right, title, and interest in and to such information and bug reports.

5. AUDIT AND RECORDS

You agree to maintain complete and accurate records during the term of your license and for a period of two (2) years after the termination or expiration of this EULA with respect to matters necessary for accurately determining the number of users using the Software and the amounts due to GitKraken hereunder. GitKraken may, at your expense if violations are found, upon reasonable prior notice, periodically inspect and audit your records with respect to matters covered by this EULA, provided that if such inspection and audit reveals that you have underpaid GitKraken with respect to any amounts due and payable during the period to which such inspection and audit relate, or that you have exceeded the parameters of your license rights, you shall promptly pay such amounts as are necessary to rectify such underpayment, or purchase additional licenses to account for all of your license usage. You agree to reasonably cooperate with the personnel conducting such audits and provide all access reasonably requested by GitKraken. Such inspection and auditing rights shall extend throughout the term and for a period of two (2) years after the termination of this EULA. GitKraken's remedies set forth in this Section 5 are cumulative and are in addition to other remedies GitKraken may have at law or in equity, whether under this EULA or otherwise.

6. TERMINATION

For Evaluation Product or Beta Product, either party may terminate this EULA for any reason or no reason whatsoever by providing notice to the other party effective upon notice. GitKraken may terminate this EULA immediately, with or without notice, if we determined in our sole discretion that you failed to comply with any term of this EULA, and may suspend your access to the Software during any investigation of suspected violations, or effective immediately without notice if you file, or you have filed against you, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property. GitKraken may terminate any Internet-based services provided to you or made available to you through the use of the Software upon no less than thirty (30) days prior written notice. In the event of termination or expiration of this EULA, all of the licenses granted to you hereunder shall immediately terminate and you must promptly destroy all copies of our Confidential Information, including the Software and all Documentation. In addition, you must promptly remove all copies of the Software from the Server(s) and all computers and terminals on which it is installed, if any. The definitions and rights, duties and obligations of the parties that by their nature continue and survive shall survive any termination or expiration of this EULA. No expiration or termination shall affect your obligation to pay all fees that may have become due before such expiration or termination, or entitle you to any refund.

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

7.1 The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this EULA.

7.2 Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (a) you are not, and are not acting on behalf of (i) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (b) you will not permit the Software, Documentation, or technical data to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. You agree to not, directly or indirectly, export, re-export, or release the Software or any AI-related technologies or technical data to, or make the Software accessible from (including through any marketplace or distribution platform), any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation and will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the United States.

8. LIMITED WARRANTIES, EXCLUSIVE REMEDY, AND DISCLAIMER

8.1 Limited Warranties. GitKraken warrants that the Software, whether delivered directly or through an authorized marketplace, will substantially conform to the description contained in the applicable end user documentation in each case for a period of 30 days after the date of activation of the Software License Key, or with regard to the Hosted Features, 30 days after the date such Hosted Features are first accessed by you (the "Warranty Period"). The warranties set forth in this Section will not apply and will become null and void if: (a) you breach any provision of this EULA; or (b) if you, or any of your users (i) installs or uses the Software on or in connection with any hardware or software not specified in the documentation or expressly authorized by GitKraken in writing; (ii) modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or (iii) misuses the Software, including any use of the Software other than as specified in the associated Documentation. THE FOREGOING WARRANTIES DO NOT APPLY, AND GITKRAKEN STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY MATERIALS AND ANY AI-GENERATED CONTENT, SUGGESTIONS, OR CODE. YOU ACKNOWLEDGE THAT AI-GENERATED OUTPUTS MAY NOT ALWAYS BE ACCURATE, COMPLETE, OR SUITABLE FOR YOUR INTENDED PURPOSE, AND YOU ASSUME ALL RISKS AND LIABILITY ASSOCIATED WITH USING, IMPLEMENTING, OR RELYING UPON SUCH OUTPUTS. YOU AGREE TO INDEMNIFY AND HOLD GITKRAKEN HARMLESS FROM ANY CLAIMS ARISING FROM YOUR USE OF AI-GENERATED OUTPUTS.

8.2 Exclusive Remedy. Within the Warranty Period, should you encounter and report to GitKraken a reproducible error that causes the Software to not meet the foregoing warranty, then GitKraken will, at its sole discretion, either: (a) resolve the error or malfunction, and modify or replace the Software (if deemed necessary by GitKraken); or (b) allow you to terminate this EULA with respect to the non-conforming Software and, upon your return of the Software to GitKraken, GitKraken shall refund to you the amount you paid for the non-conforming Software.

THE REMEDIES DESCRIBED IN THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES, AND GITKRAKEN'S SOLE LIABILITY UNDER THIS EULA.

8.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GITKRAKEN PROVIDES THE SOFTWARE, DOCUMENTATION, AND ANY OTHER APPLICABLE MATERIALS OR CONTENT, TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GITKRAKEN, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GITKRAKEN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GITKRAKEN OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT ARISING OUT OF THIS EULA (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR LOSS OF DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES REGARDLESS OR WHETHER SUCH DAMAGES WERE FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

GITKRAKEN'S AND ITS AFFILIATES', AND ANY OF THEIR RESPECTIVE LICENSOR'S, SUPPLIER'S, AND SERVICE PROVIDER'S, AGGREGATE LIABILITY SHALL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES, IF ANY, ACTUALLY PAID BY YOU FOR THE SOFTWARE LICENSED UNDER THIS EULA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE

TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER GITKRAKEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. ASSIGNMENT

You may not assign, sublicense, delegate or otherwise transfer this EULA, or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of GitKraken, which may be withheld in GitKraken's sole discretion, except as part of the sale or other transfer of any Server on which the Software came pre-loaded, provided that you retain no copies of the Software and the transferee agrees in writing to honor the terms and conditions of this EULA in all respects. In the case of any such transfer, GitKraken shall continue to own all right, title and interest in and to any intellectual property embodied in the Software. Any attempt by you to assign or otherwise transfer your right and obligations under this EULA in violation of the provisions of this Section 10 shall be null and void. Subject to the foregoing, this EULA will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11. PRIVACY POLICY

GitKraken collects information about its users to measure and analyze how its users interact with its products, such as usage patterns and characteristics of its user base, and for other business purposes. GitKraken collects such information in accordance with its Privacy Policy, which Privacy Policy is incorporated herein by reference and may be updated from time to time at GitKraken's sole discretion. Your continued use of the Software following any changes to the Privacy Policy constitutes your acceptance of such changes.

12. CLASS ACTION WAIVER; ARBITRATION; JURY TRIAL WAIVER

12.1 Class Action Waiver. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. YOU EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY.

12.2 Arbitration Agreement.

To the maximum extent permitted under applicable law, you and the Company each agree that any dispute, claim or controversy arising out of or relating to this EULA or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service (collectively, "Disputes") will be resolved solely by final and binding, individual arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules (or Commercial Arbitration Rules, if applicable) then in effect. The arbitration shall take place in Phoenix, Arizona, and shall be governed by Arizona law. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or

other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence will not apply to the “Class Action Waiver” section above. This Section does not preclude either party from bringing a claim in court that may not be subject to arbitration under applicable law.

12.3 Jury Trial Waiver. IN THE EVENT THAT ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS EULA OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, BOTH PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, OR COUNTERCLAIM. THIS WAIVER APPLIES TO ALL MATTERS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND ENCOMPASSES ALL CLAIMS AND DISPUTES BETWEEN THE PARTIES.

13. GENERAL PROVISIONS

This EULA is governed and construed by the laws of the State of Arizona, United States without regard to any choice or conflict of law principles or rules. The United Nations Convention for the International Sale of Goods shall not apply. Except as expressly set forth in Section 12 above for Disputes, the federal and state courts located in Maricopa County, Arizona USA shall have exclusive jurisdiction in respect of any other disputes arising in connection with this EULA or Proof of License, and you hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to venue or inconvenient forum. This EULA and the Proof of License constitute the entire agreement between us with respect to the subject matter hereof and supersede the terms of any purchase orders, marketplace terms (except where explicitly required by the marketplace provider), and any other communications or advertising with respect to the Software. If you obtained the Software through a third-party marketplace (such as Atlassian Marketplace), you acknowledge that while the marketplace provider may handle the transaction and delivery, this EULA is between you and GitKraken. If any provision of this EULA is held invalid, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this EULA shall continue in full force and effect. Except as otherwise set forth herein, this EULA may be modified only by written agreement signed by authorized representatives of you and GitKraken. No term or provision hereof will be considered waived by GitKraken, and no breach excused, unless such waiver or consent is in writing signed by GitKraken. No consent by GitKraken to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach. The section headings appearing in this EULA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section. Any notice required or permitted to be given must be in writing and is considered received: (a) when personally delivered; (b) one business day after having been sent by overnight mail via a professional carrier; or (c) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business and legal

communications from GitKraken to you may be sent through the Software or by email or regular mail to the address on file in your account. You may designate another address in writing by changing your address in your account. Legal notices to GitKraken must be sent with a copy addressed to: Axosoft LLC DBA GitKraken, 16435 N Scottsdale Road, Suite 130 Scottsdale, AZ 85254, to the attention of “Legal” or such other address as may be communicated to you by GitKraken.

14. CONTACT INFORMATION

If you have any questions about this EULA, or if you want to contact GitKraken for any reason, please direct all correspondence to: Axosoft LLC DBA GitKraken, 16435 N Scottsdale Road, Suite 130 Scottsdale, AZ 85254, or email support@gitkraken.com. Axosoft and GitKraken are trademarks and/or a registered trademark of Axosoft or its Affiliates in the United States and/or various jurisdictions.