

End User License Agreement

Product Delivery Health

by *Baking Dog*

Effective Date: March 20, 2026

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT" OR "EULA") CAREFULLY BEFORE INSTALLING OR USING THE PRODUCT DELIVERY HEALTH APPLICATION. BY INSTALLING, ACCESSING, OR USING THE APP, YOU ("USER" OR "YOU") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND, WHERE APPLICABLE, YOUR ORGANIZATION. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE APP.

1. Parties

This Agreement is between **Baking Dog** ("Licensor", "we", "us"), the developer of the Product Delivery Health application, and the individual or organization installing or using the App ("User", "you"). The App is distributed exclusively through the Atlassian Marketplace. Atlassian is not a party to this Agreement and is not responsible for the App or its content.

2. The Application

Product Delivery Health ("App") is a Jira Cloud application available on the Atlassian Marketplace. It provides sprint health monitoring, backlog analysis, assigned issue tracking, and visual roadmap planning for Scrum teams. The App operates as an Atlassian Forge application and runs entirely within Atlassian's infrastructure.

3. License Grant

Subject to the terms of this Agreement and payment of applicable fees (if any), Baking Dog grants you a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the App within your Atlassian Jira Cloud instance, solely for your internal business purposes.

This license does not include the right to:

- Copy, modify, or create derivative works of the App
- Reverse engineer, decompile, or disassemble the App
- Sublicense, sell, resell, transfer, or otherwise make the App available to third parties
- Use the App to build a competing product or service
- Remove or alter any proprietary notices or labels on the App

4. Free Tier and Paid Plans

4.1 Free Tier

The App is available at no charge for Jira instances with up to 10 licensed users ("Free Tier"). The Free Tier provides full access to all App features with no time limitation, subject to the terms of this Agreement.

4.2 Paid Plans

For Jira instances with more than 10 licensed users, a paid subscription is required. Pricing is based on the total number of licensed users in your Atlassian instance, in accordance with the tiers published on the App's Marketplace listing. All billing is handled by Atlassian through the Marketplace platform.

4.3 Changes to Pricing

Baking Dog reserves the right to change pricing at any time. Changes will be communicated via the Marketplace listing. Continued use of the App following a pricing change constitutes acceptance of the new pricing.

5. Acceptable Use

You agree to use the App only for lawful purposes and in accordance with this Agreement. You must not use the App in any way that violates applicable laws or regulations, or in any manner that could damage, disable, or impair the App or Atlassian's services.

6. Intellectual Property

The App and all copies thereof are proprietary to Baking Dog and title thereto remains with Baking Dog. All rights in the App not specifically granted in this Agreement are reserved to Baking Dog. The App is protected by copyright law and international treaty provisions.

"Baking Dog" and "Product Delivery Health" are trademarks of Baking Dog. You may not use these trademarks without prior written permission.

7. Data and Privacy

The App accesses Jira data (boards, sprints, issues) on a read-only basis, solely to provide its features. User-generated content (Focus Notes, board preferences, roadmap entries) is stored exclusively within Atlassian Forge Storage and is not transmitted to Baking Dog or any third party.

The App's data practices are described in detail in the Privacy Policy, available at bakingdog.com/pdh. By using the App, you acknowledge that you have read and understood the Privacy Policy.

Baking Dog processes data solely as a data processor on behalf of the customer and does not access or use customer data for any purpose other than providing the App's functionality.

8. Third-Party Services and Atlassian Terms

The App operates within the Atlassian Jira Cloud platform and is subject to Atlassian's Marketplace Terms of Service and applicable Atlassian platform policies. Your use of Jira and the Atlassian platform is governed by your separate agreement with Atlassian. Baking Dog has no responsibility for Atlassian's services or any changes Atlassian may make to its platform.

9. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BAKING DOG EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

BAKING DOG DOES NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY DATA ACCESSED THROUGH THE APP WILL BE ACCURATE OR COMPLETE. THE APP RELIES ON THE ATlassian JIRA API; BAKING DOG IS NOT RESPONSIBLE FOR ANY ISSUES ARISING FROM ATlassian'S PLATFORM OR API AVAILABILITY.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BAKING DOG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE APP, EVEN IF BAKING DOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BAKING DOG'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU TO BAKING DOG FOR THE APP IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. IF YOU ARE USING THE FREE TIER, BAKING DOG'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Indemnification

You agree to indemnify, defend, and hold harmless Baking Dog from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with your access to or use of the App, your violation of this Agreement, or your violation of any rights of another person or entity.

12. Term and Termination

This Agreement is effective from the date you first install or access the App and continues until terminated. Either party may terminate this Agreement at any time.

You may terminate by uninstalling the App from your Jira instance. Baking Dog may terminate or suspend your access to the App immediately, without prior notice, if you breach any provision of this Agreement.

Upon termination, your license to use the App ceases immediately. Sections 6, 7, 9, 10, 11, and 14 survive termination.

13. Updates and Changes to the App

Baking Dog may release updates, patches, or new versions of the App at any time. Updates distributed through the Atlassian Marketplace may be applied automatically. Baking Dog reserves the right to modify, suspend, or discontinue the App or any feature thereof at any time without notice.

14. General Provisions

14.1 Entire Agreement

This Agreement, together with the Privacy Policy and the Atlassian Marketplace Terms of Service, constitutes the entire agreement between you and Baking Dog regarding the App and supersedes all prior agreements and understandings.

14.2 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remainder of the Agreement remains in full force and effect.

14.3 No Waiver

Baking Dog's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights.

14.4 Assignment

You may not assign or transfer this Agreement or any rights hereunder without Baking Dog's prior written consent. Baking Dog may assign this Agreement without restriction.

14.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hungary. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Hungary.

14.6 Changes to This Agreement

Baking Dog reserves the right to modify this Agreement at any time. Changes will be posted on the App's Marketplace listing page with an updated effective date. Your continued use of the App after such changes constitutes your acceptance of the revised Agreement.

15. Contact

If you have any questions about this Agreement, please contact us:

General: hello@bakingdog.com

Support: support@bakingdog.com

Website: bakingdog.com/pdh