End User License Agreement

This End User License Agreement (“EULA”) is entered into by and between Plane Software, Inc., a Delaware corporation (“Plane,” “we,” “our,” or “us”), and the entity or individual installing or using the Software (“Customer,” “you,” or “your”). If you are accepting this EULA on behalf of a company or other legal entity, you represent that you are authorized to bind that entity, and “you” and “Customer” refer to that entity.

This EULA supplements the Terms of Service at https://plane.so/legals/terms-and-conditions (“Terms”) and governs Customer’s installation, copying, and use of the Software in self-hosted deployment configurations. For Customer’s use of the cloud-hosted Service (Plane Cloud), the Terms govern directly — this EULA applies only to the extent Customer installs or operates the Software on Customer’s own infrastructure.

By downloading, installing, copying, or otherwise using the Software, you acknowledge that you have read, understood, and agree to be bound by this EULA and the Terms. If you do not agree, do not install or use the Software.

Capitalized terms not defined in this EULA have the meanings given in the Terms.

1. Definitions

“Documentation” means the technical documentation for the Software made available at docs.plane.so, developers.plane.so, or otherwise provided by Plane.

“License Key” means the unique alphanumeric key issued by Plane that activates paid plan features in the Software and defines the scope of the license, including the number of Authorized Users and features enabled.

“Software” means Plane’s proprietary work management platform software, including all Updates provided by Plane during the Subscription Term, in object code form, made available for installation on Customer’s infrastructure.

“Update” means any bug fix, patch, minor release, or maintenance update to the Software that Plane makes generally available to licensed customers at no additional charge. Updates do not include new products, major version upgrades designated by Plane as separate offerings, or features requiring additional fees.

2. License Grant

2.1 Self-Hosted Deployment

Subject to Customer’s compliance with this EULA and the Terms, and payment of all applicable fees, Plane grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to:

a. install and operate one (1) production instance of the Software on Customer's own infrastructure;

b. install additional non-production instances (such as staging, development, or disaster-recovery instances) solely for Customer's internal use;

c. permit Authorized Users to access and use the Software in accordance with the Documentation and any scope-of-use restrictions in the applicable Order Form; and

d. make a reasonable number of copies of the Software solely for backup and archival purposes.

2.2 License Key

The Software's Free tier operates without a License Key. A valid License Key activates paid plan features and defines the licensed scope, including the number of Authorized Users and features enabled. Customer must obtain and manage License Keys through the process described in the Documentation. Each License Key is tied to Customer's subscription and may not be shared, transferred, or used by any entity other than Customer.

2.3 License Metrics

Licenses are granted based on the number of Authorized Users (seats) purchased, the selected feature tier, and any additional usage limits specified in the applicable Order Form. Enterprise plans may cap the maximum number of users regardless of role.

2.4 Authorized Users

Access to the Software is limited to the number of Authorized Users specified in the applicable Order Form. Customer may reassign an Authorized User seat to a new individual, provided the total number of concurrent Authorized Users does not exceed the licensed quantity. Customer is responsible for ensuring that all Authorized Users comply with this EULA and the Terms.

3. Restrictions

Customer will not, and will not permit any third party to:

a. sublicense, sell, rent, lease, lend, distribute, or otherwise make the Software available to any third party, except as expressly permitted in this EULA;

b. modify, adapt, translate, or create derivative works based on the Software, except to the extent expressly permitted by applicable law that cannot be contractually waived;

c. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law (such as EU Directive 2009/24/EC) that cannot be contractually waived;

d. remove, alter, or obscure any proprietary notices, labels, or marks on the Software or Documentation;

e. use the Software to develop a competing product or service, or for competitive benchmarking or competitive intelligence purposes;

f. circumvent, disable, or interfere with any license validation, activation, or metering mechanisms in the Software;

g. use the Software in violation of any applicable Laws or the Acceptable Use Policy at https://plane.so/legals/acceptable-use-policy;

h. install or operate the Software on infrastructure exceeding the scope specified in the Order Form, including number of instances, Authorized Users, or deployment environments;

i. redistribute, sublicense, or make the Software available to third parties outside of Customer's organization, except as expressly permitted; or

j. transmit viruses, malware, or other harmful code through the Software.

4. Intellectual Property

4.1 Ownership

The Software and Documentation, including all copies, modifications, and derivative works, are and remain the exclusive property of Plane and its licensors. This EULA does not convey to Customer any rights of ownership in or to the Software. All rights not expressly granted in this EULA are reserved by Plane.

4.2 Customer Data

As between the parties, Customer retains all rights, title, and interest in and to Customer Data. Plane does not access, view, or process Customer Data stored on Customer's self-hosted instances, except to the limited extent described in Section 7.3 (Support Interactions) or with Customer's express written consent.

4.3 Feedback

If Customer provides suggestions, recommendations, or other feedback relating to the Software ("Feedback"), Feedback is non-confidential and Customer grants Plane a perpetual, non-exclusive, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Software without obligation or attribution to Customer.

5. Updates and Upgrades

5.1 Updates

During the Subscription Term, Plane will make Updates available to Customer through its standard release channels. For self-hosted deployments, Customer is responsible for applying Updates in a timely manner.

5.2 Security Patches

Plane strongly recommends that Customer apply security patches promptly upon availability. Customer acknowledges that failure to apply security patches may expose Customer's environment to vulnerabilities and that Plane shall not be liable for security incidents resulting from Customer's failure to apply available patches.

5.3 Major Versions

Major version upgrades or new product offerings may require additional fees and are not included in this EULA unless expressly stated in the applicable Order Form.

6. Data and Privacy

6.1 Customer Data on Self-Hosted Instances

For self-hosted deployments, Customer Data is stored and processed entirely on Customer's infrastructure. Plane does not have access to or visibility into Customer Data on Customer's instances (except through support interactions as described in Section 7.3). Customer is the sole controller and processor of data stored on its own infrastructure.

6.2 Data Processing

To the extent Plane processes any personal data in connection with this EULA (such as through support interactions or optional telemetry), such processing is governed by the Data Processing Addendum at https://plane.so/legals/dpa.

6.3 Telemetry

Self-hosted instances may transmit minimal, opt-in telemetry (such as Plane version number, instance ID, and aggregate usage metadata) only if Customer explicitly enables it. No Customer Data, project names, user content, or personally identifiable information is transmitted.

6.4 License Key Validation

Self-hosted instances may contact Plane's servers to validate License Keys. This transmits only the License Key and instance identifier — no Customer Data.

6.5 Data Backup and Recovery

Customer is solely responsible for performing regular backups of Customer Data and the Software configuration on self-hosted instances, and for maintaining disaster recovery procedures.

7. Customer Responsibilities

7.1 Infrastructure

Customer is solely responsible for:

a. provisioning, maintaining, and securing the infrastructure on which the Software is installed, including servers, storage, networking, operating systems, and databases;

b. performing regular backups of Customer Data and the Software configuration;

c. maintaining the security, integrity, and availability of Customer's environment; and

d. ensuring that the infrastructure meets the minimum requirements specified in the Documentation.

7.2 Compliance

Customer is responsible for ensuring that its installation and use of the Software complies with all applicable Laws, including data protection, privacy, export control, and industry-specific regulations. Where Customer processes protected health information, Customer must execute a Business Associate Agreement with Plane at https://plane.so/legals/baa. Customer must not submit sensitive data to the Software unless a separate written agreement with Plane expressly permits it, as described in Section 4.3 of the Terms.

7.3 Support Interactions

If Customer shares any Customer Data with Plane during support interactions (such as support tickets, log files, or diagnostic data), Customer is responsible for minimizing the sensitive data shared and for ensuring that any sharing complies with applicable Laws. Any Customer Data shared through support channels is covered by the confidentiality obligations in the Terms.

8. Support

8.1 Scope

Plane's support obligations for self-hosted deployments are limited to the Software itself and do not extend to Customer's infrastructure, networking, operating system, or third-party components, as described in Section 3.2(d) of the Terms.

8.2 Support Channels

Support is provided through the channels described in the Service Level Agreement at https://plane.so/legals/sla. Response times for self-hosted customers are subject to the severity levels and targets described in the SLA.

9. Audit Rights

9.1 License Compliance

Plane may audit Customer’s use of the Software to verify compliance with this EULA, including the number of Authorized Users, instances, and deployment configurations. Plane will provide at least thirty (30) days’ advance written notice of any audit. Audits will be conducted during normal business hours, no more than once per twelve-month period, and in a manner designed to minimize disruption to Customer’s operations.

9.2 Records

Customer will maintain accurate records of its use of the Software sufficient to verify compliance with this EULA and will make such records available to Plane upon reasonable request in connection with an audit.

9.3 Remediation

If an audit reveals that Customer has exceeded its licensed usage, Customer will promptly purchase additional licenses to cover the excess usage at Plane’s then-current rates. If the excess usage exceeds five percent (5%) of the licensed quantity, Customer will also reimburse Plane for the reasonable costs of the audit.

10. Third-Party Components

10.1 Open-Source Software

The Software may include or be distributed with third-party open-source software components (“Open-Source Components”). Each Open-Source Component is licensed to Customer under the terms of its applicable open-source license, which may be found in the NOTICES or LICENSES file distributed with the Software or in the Documentation. To the extent there is a conflict between the terms of an open-source license and this EULA with respect to an Open-Source Component, the open-source license terms will prevail for that component.

10.2 Third-Party Dependencies

The Software may depend on third-party libraries, frameworks, or services. Plane does not warrant the continued availability of third-party dependencies. Customer is responsible for obtaining any third-party licenses required for components that are not bundled with the Software.

11. Security

11.1 Security Measures

Plane implements commercially reasonable security measures in the design and development of the Software. Details of Plane's security practices are available at https://plane.so/security.

11.2 Customer's Security Responsibilities

Customer is solely responsible for the security of its self-hosted environment, including access controls, network security, encryption, and patch management. Plane shall not be liable for security incidents arising from vulnerabilities in Customer's infrastructure or Customer's failure to apply Updates or security patches made available by Plane.

11.3 Incident Response

In the event Customer discovers a security vulnerability in the Software, Customer should report it to Plane at security@plane.so. Plane will use commercially reasonable efforts to address confirmed vulnerabilities in a timely manner.

12. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THE TERMS, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLANE AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PLANE DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THE ABOVE DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13. Limitation of Liability

Each party's liability arising out of or related to this EULA is subject to the limitations of liability set forth in Section 11 of the Terms. For self-hosted deployments, Plane's liability will not extend to damages arising from:

a. Customer's infrastructure, networking, or third-party components;

b. Customer's failure to apply Updates or security patches made available by Plane;

c. modifications to the Software made by anyone other than Plane; or

d. use of the Software in combination with third-party products or services not approved by Plane.

14. Term and Termination

14.1 Term

This EULA is effective upon Customer’s installation or activation of the Software and continues for the duration of the Subscription Term, unless terminated earlier in accordance with this Section 14 or the Terms.

14.2 Termination for Cause

Either party may terminate this EULA in accordance with the termination provisions of the Terms (Section 9). In addition, Plane may terminate this EULA immediately upon written notice if Customer breaches any material provision of this EULA (including Section 3) and fails to cure such breach within thirty (30) days of written notice, or if the breach is not reasonably curable.

14.3 Effect of Termination

Upon termination or expiration of this EULA:

a. all license rights granted under this EULA terminate immediately;

b. Customer must cease all use of the Software, deactivate the License Key, and uninstall or destroy all copies of the Software (including backups), except to the extent retention is required by applicable law;

c. Customer retains its own copies of Customer Data stored on its own infrastructure; and

d. upon Plane’s request, Customer will certify in writing that it has complied with these obligations.

14.4 Survival

Sections 1 (Definitions), 3 (Restrictions), 4 (Intellectual Property), 10 (Third-Party Components), 12 (Warranty Disclaimer), 13 (Limitation of Liability), 14.3 (Effect of Termination), 14.4 (Survival), and 16 (General) survive termination or expiration of this EULA.

15. Export Controls and Sanctions

Customer represents and warrants that: (a) it is not located in, and will not install or use the Software in, any country or territory subject to comprehensive U.S. economic or trade sanctions; (b) it is not identified on any U.S. government list of prohibited or restricted parties; and (c) it will not export, re-export, or transfer the Software in violation of any applicable export control or sanctions laws. Customer is solely responsible for compliance with all applicable export control and sanctions laws.

16. General

16.1 Relationship to Terms

This EULA supplements the Terms. In the event of a conflict between this EULA and the Terms with respect to the installation and use of the Software on Customer's infrastructure, this EULA will prevail. For all other matters, the Terms will govern.

16.2 Amendments

Plane may update this EULA from time to time. Changes are subject to the amendment provisions in Section 16.8 of the Terms.

16.3 Severability

If any provision of this EULA is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

16.4 Governing Law and Dispute Resolution

This EULA is governed by the laws of the State of Delaware, U.S.A., without regard to conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute, controversy, or claim arising out of or relating to this EULA ("Dispute") that cannot be resolved through good-faith negotiation within thirty (30) days of written notice will be resolved through final and binding arbitration administered by the International Chamber of Commerce ("ICC") under its then-current rules. Arbitration will be conducted by a sole arbitrator, seated in Delaware, U.S.A., conducted in English, and governed by Delaware law. The arbitrator's decision will be final and binding and enforceable in any court of competent jurisdiction.

16.5 Entire Agreement

This EULA, together with the Terms and any applicable Order Form, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

17. Contact

For questions about this EULA, contact:

Plane Software, Inc. Email: legal@plane.so Web: https://plane.so/contact