

# End user license agreement (EULA)

Last Updated: November 20, 2024

This End User License Agreement ("Agreement") is a binding contract between you ("User" or "you" or "your") and Plane Software, Inc. ("Plane," "Company," "we," or "us") regarding your access to and use of Plane's project management software and services ("Software") available at <https://plane.so> or via our [Commercial Edition](#). This Agreement covers both Cloud-hosted and on-premises deployments of the Software. By using the Software, you agree to be bound by this Agreement.

## 1. License grant and deployment models

### 1.1 Cloud deployment

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our cloud-hosted Software through your subscription, subject to the terms of this Agreement and applicable payments.

### 1.2 On-premises deployment

For on-premise deployments, we grant you a limited, non-exclusive, non-transferable, revocable license to install and operate the Software within your own infrastructure, subject to the terms of this Agreement and applicable payments.

### 1.3 License metrics

Licenses are granted based on,

- Number of paid seats for roles including Admins and Members and other roles in the future that will take a paid seat + 1:5 Guests per seat
- Selected feature tier including One, Pro, Business, Enterprise and other paid plans that may come in the future
- API usage limits as specified in your subscription plan

## 2. Restrictions

You may not:

- 2.1 Copy, modify, distribute, sublicense, or create derivative works of the Software
- 2.2 Reverse engineer, decompile, or attempt to extract source code, except as permitted by law
- 2.3 Use the Software to build competing products or services
- 2.4 Remove or obscure proprietary notices within the Software
- 2.5 Use the Software in violation of applicable laws or regulations
- 2.6. Access the Software in an unauthorized manner, including breaching security measures or systems

## 3. Ownership and intellectual property

### 3.1 Ownership

The Software, including all underlying intellectual property rights, is owned by Plane. This Agreement does not transfer ownership of any part of the Software to you.

### 3.2 Feedback

Any suggestions, improvements, or ideas provided by you ("Feedback") may be incorporated into the Software without obligation or compensation to you. By providing Feedback, you grant us a royalty-free, perpetual, and irrevocable license to use any and all of it.

## 4. Data and privacy

### 4.1 User data

Your data within the Software remains your property. For cloud deployments, we process and store your data in accordance with our [Privacy Policy](#). For on-premises deployments, we process any collected data in line with our Privacy Policy. The data we collect is outlined in our [Telemetry](#) doc and is continuously updated. Outside the scope of the Privacy Policy and the Telemetry docs, you maintain full control and responsibility for data storage and processing for on-premise deployment.

### 4.2 Data location

Cloud deployment

Data is stored in the US with options for data residency requirements

On-premises deployment

Data resides within your infrastructure wherever it is located

### 4.3 Security measures

We implement industry-standard security controls including

- SOC 2 Type II compliance. • *In progress*
- Regular security audits
- Encryption at rest and in transit
- Access controls and authentication
- 24X7 security monitoring

Our incident response framework mandates we notify you within 48 hours of any confirmed security breach affecting your data and take immediate remediation steps.

### 4.4 Data backup and recovery

- Cloud deployment

We perform daily backups with 30-day retention on a rolling basis.

- On-premises deployment

You are responsible for your data's backup and recovery.

## 5. Service levels and support

### 5.1 Cloud service levels

- Guaranteed 99.9% uptime excluding scheduled maintenance
- Maximum 1-hour response time for critical issues
- Scheduled maintenance windows with minimum 48-hour notice

### 5.2 On-premises support

- Installation and configuration assistance.
- Version upgrades and security patches
- Technical support via email, chat, and phone per subscription tier
- Response times as per subscription tier

### 5.3 Maintenance windows

Scheduled maintenance for cloud services will occur during off-peak hours with advance notice through [our status page](#).

## 6. Fees and payment

You agree to pay applicable fees based on your subscription tier. All fees are non-refundable unless expressly stated otherwise. Additional usage outside your subscription plan may incur charges.

## **7. Data export and migration**

### **7.1 Data export**

You may export your data at any time in standard formats (JSON, CSV) through the Software's interface.

### **7.2 End of service**

Upon termination, you have 30 days to export your data, after which it will be deleted.

## **8. Disclaimer of warranties**

The Software is provided "as-is" and "as-available," without any warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee uninterrupted or error-free operation of the Software.

## **9. Limitation of liability**

To the fullest extent permitted by law, we are not liable for indirect, special, consequential, or incidental damages, including loss of profits, data, or goodwill, arising from your use of the Software.

## **10. Indemnification**

You agree to indemnify and hold harmless Plane, its affiliates, and employees from claims, losses, or damages resulting from your use of the Software or violation of this Agreement.

## **11. Termination**

### **11.1 Termination by you**

You may terminate this Agreement by discontinuing use of the Software and canceling your subscription.

### **11.2 Termination by Plane**

We may suspend or terminate your access to the Software if you violate this Agreement or any applicable laws.

### **11.3 Post-termination**

Upon termination, your right to use the Software ceases. Sections 3, 6, 7, and 10 survive termination.

## 12. Governing law and dispute resolution

This Agreement is governed by the laws of the State of Delaware, U.S.A., without regard to conflicts of law principles. Disputes will be resolved through arbitration under the rules of the American Arbitration Association in Delaware.

## 13. General provisions

### 13.1 Entire agreement

This Agreement, including referenced policies, constitutes the entire agreement between you and Plane.

### 13.2 Amendments

We may update this Agreement periodically. Material changes will be communicated via email or a notice within the Software.

### 13.3 Severability

If any provision is found unenforceable, the remaining provisions remain valid.

### 13.4 Assignment

You may not assign this Agreement without prior written consent. We may assign freely.

## 14. Contact information

For questions about this Agreement, reach out to

- Technical Support at [support@plane.so](mailto:support@plane.so)
- Legal Inquiries at [legal@plane.so](mailto:legal@plane.so)
- Operations at [ops@plane.so](mailto:ops@plane.so)

### Project + work tracking ▾

Work Items  
Work Item Types  
Intake  
Cycles

### Project + work management ▾

Initiatives + Epics

### Use cases ▾

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Marketing  
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### Solutions ▾

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State Of Projects + Updates  
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Growing Teams  
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Delights

Importers

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DPA  
Terms and conditions



