

Checkmk End User License Agreement, Version 2

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1 Subject Matter and Definitions

- 1.1 This End User License Agreement (“**EULA**”) governs the use of Checkmk software products for self hosting with the exception of Checkmk Raw (“**Checkmk Software**”).
- 1.2 “**Checkmk Instance**” means an executable installation of the Checkmk Software on a physical or virtual system (also referred to as a 'site').
- 1.3 “**Checkmk Edition**” refers to the product lines Checkmk Raw, Checkmk Enterprise, Checkmk Cloud (self-hosted) and Checkmk MSP as well as any future product lines.
- 1.4 “**Customer**” means the natural or legal person, public body or authority identified as the customer in the Subscription Agreement.
- 1.5 “**Licensor**” means the contractual partner of the Customer listed in the Subscription Agreement.
- 1.6 “**Licensed Services**” means the number of Services defined in the Subscription Agreement that may be monitored with Checkmk Software. A “**Service**” consists of a monitored data point, for example, the CPU load of a specific device. A monitored device may therefore generate many monitored Services in the Checkmk Software.
- 1.7 “**Licensed Synthetic Tests**” means the number of Synthetic Tests defined in the Subscription Agreement, for which the add-on Synthetic Monitoring may be used. A “**Synthetic Test**” is a test for monitoring the availability, performance or functionality of an application from the end user perspective.
- 1.8 “**Subscription**” is a fee-based, time-limited license for the use of Checkmk Software (including updates), possibly combined with other services.
- 1.9 “**Subscription Agreement**” means the agreement incorporating this EULA by which the Customer has acquired a Subscription.
- 1.10 “**Affiliate**” means any entity controlling, controlled by, or under common control with a party. For purposes of this definition, control means ownership of more than 50% of the voting securities in an entity or the power to direct the management and policies of an entity.

2 Checkmk Enterprise License

- 2.1 **Group License.** The Licensor grants the Customer and its Affiliates the non-exclusive, non-transferable and non-sublicensable (with the exception of section 2.2) right to use the Checkmk Software specified in the Subscription Agreement during the term of the Subscription in accordance with this EULA and within the scope defined in the Subscription Agreement, in particular to install it on an unlimited number of systems and to create an unlimited number of Checkmk Instances on such systems. Checkmk Instances may only be created on systems (including external systems, such as cloud services) owned by the Customer or its Affiliates or assigned to the Customer or its Affiliates for their exclusive use.

- 2.2 **Managed Services Use; Exclusion of Use for SaaS Offerings.** The right of use is limited to business purposes of the Customer and those of its Affiliated Entities. The use for business purposes of third parties, e.g., for monitoring IT infrastructure that the Customer operates for or makes available to a third party (“**Managed Services Use**”), is only permitted in the form of an add-on service to significant other services that the Customer itself performs for its clients (“**Managed Services Clients**”) in return for remuneration, and which must at least include the configuration of the monitoring. In connection with a permitted Managed Services Use, the Checkmk Software may also be installed on systems of Managed Services Clients and Managed Services Clients may be authorized for passive use. Passive use means read-only access to the Checkmk web interface to access information and reports, the ability to schedule downtimes and to acknowledge problems. Managed Services Customers are not authorized for active use, in particular to make configuration changes. The provision of Checkmk to third parties “as a service” in the form of a stand-alone monitoring service is prohibited. A license violation shall be deemed to exist in particular if a third party makes configuration changes by itself.
- 2.3 **Single Entity License.** For Subscriptions of the edition Checkmk Enterprise without the license option 'Group and Managed Services Use', **the right of use is limited as follows:**
- 2.3.1 The right of use is only granted to the legal entity listed as the Customer in the Subscription Agreement, but not to its Affiliates.
- 2.3.2 Use is only permitted for business purposes of the Customer and those of its Affiliates. Use for business purposes by third parties that are no Affiliates (Managed Services Use) is not permitted.
- 2.3.3 The Customer is entitled to monitor systems of Affiliates via agents or interfaces (e.g. SNMP), but the creation of Checkmk instances on systems that are owned by an Affiliate or assigned to it for exclusive use is not permitted. As long as in total less than 10% of the Licensed Services are monitored by such Checkmk Instances, this is however tolerated under our Fair Use Policy.
- 2.4 **Licensed Services.** The right of use is granted for the number of services specified in the Subscription Agreement (“**Licensed Services**”). The number of monitored services may not exceed the number of Licensed Services. Services that are only monitored by test instances, i.e. by Checkmk Instances, which are operated exclusively for test purposes, will not be counted to determine the number of monitored services. If a specific Service is monitored from several Checkmk Instances simultaneously to ensure server-side redundancy (e.g. operation of an active-active setup) or to operate a test environment, that Service will be counted only once. All Services of the Customer, its Affiliates and Managed Services Clients calculated as described above shall be added up. All Checkmk Instances may monitor no more services in aggregate than the number of Licensed Services.
- 2.5 **Licensed Synthetic Tests.** The right to use Checkmk Synthetic Monitoring is limited to the number of Synthetic Tests stated in the Subscription Agreement. Section 2.4 applies accordingly to the calculation of the number of Synthetic Tests. If the Subscription Agreement does not include Checkmk Synthetic Monitoring, the use of up to three (3) Synthetic Tests in aggregate over all Checkmk Instances of a Subscription is permitted (“**Free Tier**”). If the Free Tier is exceeded without appropriate activation, the overall functionality of Checkmk Synthetic Monitoring may be impaired.

- 2.6 **Integrated Monitoring.** The combined display of monitored Services or Synthetic Tests of different Checkmk Instances in one view or the joint configuration of different Checkmk Instances, whether via functions of the Checkmk Software or via access to interfaces of the Checkmk Software, (“**Integrated Monitoring**”) is only permitted on the basis of one single Subscription Agreement that covers all Checkmk Instances, Services and Synthetic Tests included in the Integrated Monitoring. Multiple Subscriptions for the same Checkmk Edition or for different Checkmk Editions may not be combined for an Integrated Monitoring. The inclusion of Checkmk Instances in the license state ‘Free’ and of Instances of Checkmk Raw in an Integrated Monitoring is not permitted. If Instances are included in violation of the license, the monitored Services or the Synthetic Tests shall be included in the calculation pursuant to sections 2.4 or 2.5, respectively.
- 2.7 The rights of use granted above apply to the Customer's own employees as well as to Customer staff without employee status (e.g. freelancers or temporary workers) and service providers that use Checkmk Software as part of their assignment for business purposes of the Customer. Except for Subscriptions of the Edition 'Checkmk Enterprise' without the license option 'Group and Managed Services Use', the same shall apply for employees, other staff and service providers of Affiliates. The Customer shall ensure compliance with this EULA by all users as well as Affiliates and Managed Services Clients and their respective users. The Customer shall be liable for violations of this EULA by its users, Affiliates and Managed Services Clients and their respective users as if the Customer had committed the violation.

3 Open Source Components

- 3.1 Checkmk Software contains components licensed as open source software (“**Open Source Components**”). The Open Source Components are listed in a README file or a similar file in the software along with the relevant license texts. For Open Source Components, the provisions of the applicable open source license shall take precedence.
- 3.2 The Customer and its Affiliates are also entitled to use the Open Source Components as described in section 2. In addition, Open Source Components may be used in accordance with the provisions of the applicable open source licenses.

4 Right to Modify

- 4.1 The right to modify the Checkmk Software depends on the license applicable to the respective file or component. For files that are delivered in source code and that as per their file header are licensed under the '*Checkmk Enterprise License*', the Licensor grants the Customer and its Affiliates the right to modify these files subject to the following provisions. Copyright or license notices may not be removed, altered or obliterated, but must be included in the modified version. Modifications that are capable of removing or circumventing technical measures to protect the software, of accessing functions of the software for which no license has been granted, or of impairing or preventing the verification of compliance with license terms and usage restrictions, are expressly prohibited. The restrictions of the Checkmk Enterprise License as per section 2 shall also apply to the modified files. Upon termination of the Subscription, the right to use the modified files also expires.

- 4.2 The right to modify does not apply to files that are supplied in binary code only, including in particular the Checkmk Micro Core, unless a modification is permitted under the provisions of the Copyright Act. The Customer may not reverse engineer or decompile files that are supplied in binary code only, unless this is permitted by mandatory provisions of the Copyright Act. If the Customer wishes to make use of its legal rights since this is indispensable to establish interoperability with an independently created computer program, the Customer must request the required interface information or other information in writing from the Licensor before taking such action and give the Licensor reasonable time and opportunity to provide such information in such a way that safeguards the legitimate interests of the Licensor. The Customer may, however, also analyze and reverse engineer the Checkmk Software that is linked with program libraries licensed under the GNU Lesser General Public License (“**LGPL**”) in order to be able to modify the program libraries licensed under the LGPL and eliminate errors in the Checkmk Software. Information that is obtained in that context may not be disclosed to third parties.
- 4.3 For files that as per their file header are licensed under an open source license, the right to modify results exclusively from the applicable open source license.

5 Purposes of Use of Checkmk Software and Duties of the Customer

- 5.1 Checkmk Software is not designed to monitor IT systems, devices and applications, the outage of which can lead to harm to life and limb or to exorbitant financial loss. When setting up the monitoring system, the Customer must take appropriate measures in accordance with the criticality of the systems to be monitored to ensure reliable monitoring (e.g., high availability / redundancy) and minimize the impact of possible outages.
- 5.2 Checkmk Software can be used to carry out automated actions. Automated actions can unintentionally cause serious problems, including the outage of systems. When setting up and/or scripting such actions, the Customer must therefore exercise extreme care in order to limit the possible impact of automated actions.
- 5.3 Operation of the monitoring system must reflect the current state of the art. That includes backup of data, in particular prior to installation of updates or upgrades, and testing of updates or upgrades prior to productive use. Only versions of Checkmk Software that are in active or passive maintenance may be used for production systems.
- 5.4 The provisions of this section 5 shall not apply to the stand-alone use of Open Source Components.

6 Protection of the Software

- 6.1 Except for the rights expressly granted under this EULA, all right, title and interest in and to the Checkmk Software and all related technologies, information, documents, deliverables, files and other materials, including copyrights, trade secrets, rights to or in inventions and industrial property rights, are exclusively owned by the Licensor and its licensors.
- 6.2 Checkmk Software contains business secrets of the Licensor and its licensors and must therefore be treated confidentially. Any disclosure to third parties is prohibited, unless the disclosure is expressly permitted. The Customer may not use the Checkmk Software for the purposes of obtaining trade secrets of the Licensor or its licensors.

- 6.3 Markings on the software, in particular copyright notices, license notices, trademarks, serial numbers or the like may not be removed, altered or obliterated. For Checkmk Editions with white label functionality, the replacement of trademarks and logos is permitted to a limited extent.
- 6.4 The use of Checkmk software in such a way that components from different Checkmk Editions are combined is not permitted. In particular, Check plug-ins licensed under the Checkmk Enterprise License may only be used with the Checkmk Edition with which they were supplied. Modified files may only be used with the Checkmk Edition with which they were supplied. The provisions of this section 6.4 shall not apply to Open Source Components and other files that as per their file header are licensed under an open source license.
- 6.5 Access credentials or license keys that enable access to Checkmk Software or its functionality may not be disclosed to third parties under any circumstances. For Checkmk Editions that are made available via an access-protected download area, the Customer shall store all copies of Checkmk Software and the access credentials for the download area carefully in order to prevent misuse.

7 Mainlining of Customer Developments and Customer Suggestions

If the Customer or its Affiliates develop modifications, plug-ins or extensions in accordance with section 4 (“**Customer Developments**”) and submit such Customer Developments to the manufacturer of the Checkmk Software or otherwise makes them available, e.g. via GitHub pull request, for use in the standard product, the provisions and the grant of rights of the Checkmk Contributor License Agreement shall apply, which is available at <https://github.com/Checkmk/checkmk/blob/master/doc/cla/cla.md>. The grant of rights does not apply to Customer Developments submitted for the purpose of the Customer receiving support and consulting services. If the Customer or its Affiliates make suggestions for new functions or improvements via the website <https://ideas.checkmk.com/> or otherwise, these suggestions may be used unconditionally and without restriction. In particular, there are no confidentiality obligations for such suggestions.

8 Severability Clause

Should any provision be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.