

# Terms and Conditions

Last updated: October 30, 2020

These Terms and Conditions (“Terms”, “Terms and Conditions”) constitute a legally binding agreement (“Agreement”) made between you, whether personally or on behalf of an entity (“you”) and Intergral Information Solutions GmbH (“Intergral”, “us”, “we”, “We”, or “our”) concerning your access to and use of NERD.VISION, including, but not limited to, any related sites, Software, Agents, API’s, Documentation and Content offered via the Datadog Marketplace (the “Service”). Please review these Terms and Conditions carefully before using the Service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. You represent and warrant that you have the legal capacity to agree and comply with these Terms. These Terms apply to all visitors, users and others who access or use the Service. Supplemental terms and conditions that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. By accessing or using the Service you agree to be bound by all of these Terms. If you disagree with any part of the terms then you may not access the Service.

## 1. Service

### 1.1. Access and Use

Subject to this Agreement, Intergral hereby grants to you the right to access and use the Service in accordance with our documentation for your environments.

### 1.2. Accounts

Your use of the Service may require registering an account (your “Account”) with us. You agree to provide us with information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your Account on our Service. You are responsible for maintaining the security of your Account and password, and you are fully responsible for all activities that occur under the Account, including any actions taken in connection with the Account, regardless of whether such activity is authorized by you. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

### 1.3. Availability of the Service

We cannot guarantee the Service will be available at all times. We may experience problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. The Service or parts of the Service may not be available in your country and we may restrict the functionality of the Service in some countries. If we determine that your use of the Service violates laws, creates an excessive load or results in adverse impact on our systems, we may, in addition to any of our other rights or remedies and without liability to us, suspend or cancel your access to the Service. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service or parts of the Service.

### 1.4. Service Offering

We reserve the right to modify, suspend, stop or discontinue the Service, including any parts of the Service at any time or for any reason without prior notice. You

agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by any modifications, suspension or discontinuance of the Service or parts of the Service. Nothing in these Terms will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

## 2. Fees and Payment

### 2.1. Fees

You may be required to purchase or pay a fee (collectively, "Fees") to access or use the Service.

### 2.2. Payment Information

You agree to provide us payment information that is accurate, complete and current at all times, including name, address, email address and a valid payment method.

### 2.3. Payment

A valid payment method is required to process the payment for your Fees. You agree to pay all Fees at the prices then in effect for the Service incurred through your usage of the Service and authorize the charge to your chosen payment method for any such amounts in a timely manner. Downgrading your Service may cause the loss of content, features, or capacity of your Account. We do not accept any liability for such loss. If you cancel your usage of the Service, you will still be responsible for the payment of all Service Fees incurred prior to the cancellation.

### 2.4. Disputes to Charges or Invoices

We must receive written notice of any disputed charges or invoices from you within fourteen (14) days of the invoice date. You must be willing to provide information in reasonable detail concerning the disputed charges or invoices.

### 2.5. Taxes

You are responsible for all taxes. We will charge tax as deemed required by us.

### 2.6. Price Changes

Prices for the Service are subject to change. Your continued use of the Service after any price changes come into effect constitutes your agreement to pay the modified Fees.

### 2.7. Refunds

Except when required by law, paid Fees are non-refundable.

## 3. Restrictions

Except where relevant laws require to be permitted, you may not and shall not:

- i. reverse engineer, modify, disassemble, decompile, make derivative works of or otherwise attempt to discover the code, implementation or algorithms of any part of the Service;
- ii. use the Service in order to develop or permit others to develop a product or service similar to the Service, competitive or otherwise;

- iii. offer the Service or any part thereof to third parties for the purposes of resale, renting, leasing, transferring, lending, timesharing, assigning or redistributing without our written permission;
- iv. circumvent, disable or otherwise interfere with the security of the Service, or attempt or perform a breach of the security of the Service including probing or scanning for security vulnerabilities;
- v. send to the Service any virus, worm, Trojan horse or other malicious or harmful code or content;
- vi. use robots, spiders, scrapers or similar tools or methods to access, monitor or collect content about the Service for any purpose;
- vii. access data not intended for you, or access an account you are not authorized to access;
- viii. interfere with, circumvent, manipulate, overload, impair or otherwise disrupt the Service or workaround any technical limitations in the Service;
- ix. enable any feature or functionality that is otherwise disabled, inaccessible or undocumented in the Service;
- x. use the Service in an unlawful manner, or for any harmful, or irresponsible, or inappropriate purpose, or in breach of these Terms.

#### 4. Agent License

Use of any of our software agents (each an “Agent”) is governed by these Terms and any license agreements which are included with the Agent, or expressly stated in the Service page(s) or repositories providing the Agent. We grant you a limited license to install and execute our Agent software.

#### 5. Compliance with Laws

You agree to comply with all applicable laws with respect to the performance of your obligations and exercise of your rights under this Agreement. It is your sole responsibility to ensure that your use of the Service is and remains legal.

#### 6. Third-Party Web Sites, Services, Products and Technology

Our Service may contain links to third-party web sites or services that are not owned or controlled by Intergral. The Service may also contain third-party technology (for example plugins created by entities other than Intergral). Intergral does not endorse, has no control over and assumes no responsibility for, the content, operation, functionality, privacy policies, or practices of any third party web sites, services, products or technology. You also acknowledge and agree that Intergral shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, services, products or technology available on or through any such web sites, services, products or technology. In addition, we may provide you with software governed by an open source license. If there are provisions in those open source licenses that expressly conflict with these Terms, the relevant open source license terms will apply. ANY THIRD PARTY PRODUCT OR TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH YOUR USE OF THE SERVICE IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF

DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY PRODUCT OR TECHNOLOGY.

## 7. Intellectual Property

### 7.1. Your Data

Your use of the Service may require you to transmit data (your “Data”). You retain ownership and all rights in your Data. You hereby represent and warrant that you have all of the necessary rights and consents to disclose Data to us, including but not limited to personally identifiable information for use by the Service and that Data may be transferred outside of the EEA. You shall provide all notices to the data subjects as required by all applicable laws, rules and regulations in connection with the processing of any personally identifiable information by the Service. You hereby grant us the right to process Data in anonymized and aggregated forms for the purposes of but not limited to operating the Service, improving the Service, internal statistics, promotion, sales and marketing. You must not submit Data to the Service that is regarded as “sensitive” including but not limited to personal health information, government issued identification numbers and other data that has been defined by applicable laws as “sensitive” personal data or data that violates the intellectual property rights of third parties. You shall be solely responsible for ensuring that any processing of Data by the Service does not violate any contracts and agreements that you have entered into or any applicable laws.

### 7.2. Ownership

Except with respect to your Data, you agree that we and our licensors own all rights, title and interest in the Service. NERD.VISION, the NERD.VISION logo, and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or registered trademarks of Intergral or Intergral’s licensors. The Service is protected by copyright, trademark, and other laws of both Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Intergral. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. Neither your use of the Service or these Terms transfer from Intergral to you any rights to use the Intergral trademarks, logos, domain names, or other brand features Intergral or third party intellectual property, and all right, title and interest in and to such property will remain solely with Intergral.

### 7.3. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Service (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged

or actual infringement or misappropriation of any proprietary right in your Submissions.

#### 7.4. Customer Reference

By using the Service you acknowledge and accept that we may identify and indicate you as a customer and user of the Service and you grant us the right to use your name, logo and website URL, on our websites, in online or offline marketing materials, social media and in press releases. You can opt-out of this at any time by submitting a written request via email to support@nerd.vision, requesting to be excluded from Customer Reference. Requests may take thirty (30) calendar days to process.

### 8. Privacy Policy

The Privacy Policy <http://www.intergral.com/privacy-statement> governs any and all of the personal information that you provide to us.

### 9. Term and Termination

#### 9.1. Term

This Agreement will remain in effect until terminated by Intergral or by you.

#### 9.2. Termination

We may terminate your Account and this Agreement without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. If we terminate your Account, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. If you wish to terminate your Account, you may do so by closing your Account through the online user interface. You agree that we will not have any liability whatsoever after closing your Account for loss of access to the Service, deactivation or the deletion of your Account and the deletion of any and all passwords, content and data associated with your Account. Upon termination of the Agreement, your right to use the Service will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### 10. Limitation Of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INTERGRAL, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (III) ANY CONTENT OBTAINED FROM THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY,

CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 11. Indemnification

You agree to indemnify, defend and hold harmless Intergral, its licensors, parents, subsidiaries, affiliates, directors, officers, employees, agents, contractors, resellers or other partners from and against all claims, demands, losses, expenses or damages, including attorneys' fees, arising out of or related to your use of the Service, including but not limited to your violation of this Agreement, your violation of any law or to allegations that any use of your data under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party.

## 12. Warranties and Disclaimer

The Service is available "AS-IS" AND WITHOUT WARRANTY. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE. Intergral its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, error-free, securely or be available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements, are accurate or reliable. Intergral will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service. In the event of a failure or malfunction of the Service we will attempt to regain the Service's availability as soon as practicable. Such incidents will not be considered a breach of these Terms.

## 13. Export Control

### 13.1. United States

If the Service is used by you in the United States, you acknowledge the Service and any portion thereof may be subject to U.S. export jurisdiction and agree to comply with all applicable international and national laws that apply to the Service, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments and notwithstanding the above. You also agree that you will not use the Service or any part thereof for any purpose prohibited by U.S. law.

### 13.2. General

The export of the Service or any portion thereof from the country in which you obtained the Service may be subject to control or restriction by applicable local and international laws. You are solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed authorization. You agree not to export the Service or any portion thereof from any country in violation of applicable legal restrictions on such export.

#### 14. U.S. Government Customers

The Service is provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions applicable to the Service. If the customer or any user is using Service on behalf of the U.S. Government and these Terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law as defined in the Federal Acquisition Regulation (“FAR”) and the Defense Federal Acquisition Regulation Supplement (“DFARS”), the customer or any users must immediately discontinue use of the Service.

#### 15. Force Majeure

We shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing the Terms of this Agreement, when and to the extent such failure or delay is caused by acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency, in each case, provided the event is outside our reasonable control.

#### 16. Governing Law

These Terms shall be governed and construed in accordance with the laws of Baden-Württemberg, Germany, without regard to its conflict of law provisions.

#### 17. General Terms

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements between us regarding the Service. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible.

#### 18. Modifications to Agreement

We reserve the right, at our sole discretion, to modify the Terms at any time and for any reason. By updating the “Last updated” date of the Terms, we are providing notice of any changes. You waive any right to receive specific notice of each such change and it is your responsibility to periodically review the Terms to stay informed of updates. By continuing to access or use our Service after any changes to the Terms, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.

#### 19. Contact Us

If you have any questions about these Terms, please contact us at [support@nerd.vision](mailto:support@nerd.vision).