

**END USER LICENSE AGREEMENT (“EULA”)
OF MATHIAS KETTNER GMBH**

1. For files that are downloaded from Mathias Kettner GmbH’s (“**Contractor**”) download server by the customer (“**Client**”) and that are explicitly marked with the license notice “*Distributed under the Check_MK Enterprise License*” the following provisions shall apply:
 - a. The Client has the non-exclusive, perpetual right to use these files in accordance with their intended purpose for its own business activities. The Client’s “**use for own business activities**” means that only the Client’s own employees, freelance workers, or external service providers working for the Client may use the files.
 - b. The Client has the right to modify the files as long as no copyright or licenses notices are modified or removed. The provisions of this paragraph 1 shall also apply to the modified file version.
 - c. If the Client and the Contractor have explicitly and in writing agreed on a “**Group Use**”, the Client shall also have the perpetual right to use the files in accordance with their intended purpose for the business activities of its Affiliated Companies and/or to pass the files on to its Affiliated Companies and to permit them to use these files in accordance with their intended purpose for their own business activities.
 - d. If the Client and the Contractor have explicitly and in writing agreed on a “**Managed Service Provider Use**”, the Client shall also have the perpetual right to use the files in accordance with their intended purpose as an add-on service for the business activities of its customers who have an ongoing contract with the Client in place regarding the provision of other material paid services. The offer as an independent stand-alone service (i.e. not as an add-on to other material Client services) is not permitted. In this context the Client’s customers are only permitted a passive use, i.e. they can have read-only access to the web interface to obtain information and/or reports and can receive alerts which the Client has set up; an active customer use, particularly in the form of own customer configuration changes, confirmation of incidents or the handling of maintenance modes, is not permitted.
 - e. Any additional usage rights of the Client (particularly to copy or distribute the files or make them publicly available) shall only exist if the Contractor has explicitly agreed to such rights in writing, or if they are based on a mandatory provision of applicable statutory law.
2. For all other files the Client shall have the exclusive responsibility to verify the relevant licensing conditions for the downloaded software and to ensure compliance with such provisions and/ or that any required third-party licensing rights are acquired.