



# eG Express Cloud – Terms of Service

Effective: September 5, 2019

Thank you for your interest in the eG Express Cloud. This document summarizes the Terms of Service that govern your use of and access to the eG Express Cloud, which includes the Site used to access eG Express, eG Manager Software, eG Express Agent Software, Documentation and Content (collectively referred to as “Services”). The Site and Services are collectively referred to as “eG Innovations Properties” in this document.

Please review these Terms of Service carefully before using the Services.

## 1. Services

1.1 Privacy. The eG Innovations Privacy Policy <https://www.eginnovations.com/company/privacy-policy> governs the personal information that you provide to us for accessing this service.

1.2 Your Account. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by our registration form (“Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. It is your responsibility to safeguard the login and password that you use to access the Services and you agree not to share your login and password with any third party. You are responsible for any activity originating from your account, regardless of whether such activity is authorized by you or not. You should notify eG Innovations immediately of any unauthorized use of your account.

1.3 Availability of Services. eG Innovations Properties defined in these terms are available as a SaaS-based IT monitoring solution, which includes Software components that eG Innovations has hosted in the public cloud from a public cloud provider and Agents that you will have to install on servers within your corporate IT environment. Availability of these services requires the payment of a subscription fee whose exact amount will be made known to the buyer of eG Innovations Properties at the time of the sale. The trial version of eG Innovations Properties is free. The trial version will be valid for 14 days, beyond which you can choose to avail the Services by paying the subscription fee based on Software licenses you consume. Availing the commercial Services beyond the trial period is purely the choice of the buyer of eG Innovations Properties.

1.4 Your Data. Use of the Services may depend on your transmission of certain performance and configuration metrics (your “Data”). You retain all rights and ownership to your Data. eG Innovations does not claim any ownership rights to your Data. You represent and warrant that you have the necessary rights and licenses required to provide your Data to eG Innovations in connection with your use of the Services and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. eG Innovations encrypts all your Data before transmission to a secure public cloud. All the raw monitoring Data, which includes performance monitoring metrics, are stored in the eG Express database for a period of 42 days. All Data pertaining to monthly trends are stored for 84 days in the eG Express database. User login data is encrypted and stored in the eG Express database. eG Innovations ensures security of this data through safe access via HTTP/S through the eG Express monitoring console. eG Innovations will not be liable for any liabilities arising from your use of the Services (including your transmission of Data) over the internet or other network.



1.4 Modifications. eG Innovations may update these Terms from time to time. The most current version of these Terms will be posted on the Site.

## 2. Use of the eG Innovations Properties

2.1 Use of the eG Innovations Properties. Subject to compliance with these Terms of Service, eG Innovations grants to you a limited, non-exclusive, non-transferrable right to: (i) access and use the eG Innovations Properties for your internal business purposes; (ii) use the Documentation in support of such access and use of the eG Innovations Properties; and (iii) reproduce portions of the eG Innovations Properties for the sole purpose of using the eG Innovations Properties for your internal business purposes. Unless otherwise specified by eG Innovations in a separate license, your right to use any eG Innovations Properties is subject to the Terms.

- **Agent License.** Use of any of our software agents and associated documentation that is made available via the Site or the Services (each an “eG Agent”) is governed by the terms of the license agreement that accompanies or is included with the eG Agent, or by the license agreement expressly stated on the Site page(s) accompanying the eG Agent. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the eG Agents is prohibited, including any copying or redistribution of the eG Agents to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Terms and the license agreement, the license agreement shall take precedence in relation to that eG Agent (except as provided in the following sentence). If the eG Agent is a pre-release or beta version, then, except for anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the eG Agent for any commercial purposes. If no license agreement accompanies use of the Agent, use of the eG Agent will be governed by the Terms. Subject to your compliance with the Terms, eG Innovations grants you a non-assignable, non-transferable, revocable, non-exclusive license to use the Agents for the sole purpose of enabling you to use the Services in the manner permitted by the Terms.
- **Updates.** You understand that the eG Innovations Properties are evolving. As a result, eG Innovations may require you to accept updates to the eG Innovations Properties that you have installed on your computer or mobile device. You acknowledge and agree that eG Innovations may update the eG Innovations Properties without letting you know. You may need to update third-party software from time to time in order to use the eG Innovations Properties.
- **Free Trials and Other Promotions.** Any free trial or other promotion that provides you with free access to Commercial Services (defined below) must be used within the specified time of the trial. At the end of the trial period, your use of that Commercial Service will expire, and any further use of such Commercial Service is prohibited unless you pay the applicable fees.

2.2 Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: You may not (i) copy, modify, host, sublicense or resell the Services; (ii) frame or utilize framing techniques to enclose any trademark, logo, or other eG Innovations Properties (including images, text, page layout or form) of eG Innovations; (iii) use metatags or other “hidden text” using eG Innovations’ name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the eG Innovations Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated



software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; (vi) access the eG Innovations Properties in order to build a similar or competitive website, application or services; (vii) remove or destroy any copyright notices or other proprietary markings contained on or in the eG Innovations Properties; (viii) access or attempt the access the Services by any means other than what eG Innovations provides or expressly allows; (ix) modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services, eG Innovations, or any other eG Innovations service; (x) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services, without the express written permission by eG Innovations; (xi) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services; (xii) violate any intellectual property right of any third party or behave in a manner that is unlawful, or otherwise in violation of our Community Guidelines; (xiii) misrepresent your affiliation with a person or entity; (xiv) attempt to disable, impair, or destroy the Services or disrupt or inhibit any other user from using the Services; (xv) market or advertise through the Services; (xvi) use any data mining or similar data gathering and extraction methods in connection with the Services; or (xvii) use the eG Innovations Properties to violate any applicable law.

If at eG Innovations’ reasonable determination, you are using the eG Innovations Properties in a manner that violates laws, creates an excessive burden or potential adverse impact on eG Innovations’ systems, in addition to any of its other rights or remedies, eG Innovations may, without liability, immediately suspend your access to the eG Innovations Properties.

**2.3 Account Administrators.** You may specify end users as "Administrators" through the administrative console of the Services. Administrators may have the ability to access, disclose, restrict or remove Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts for their end users. eG Innovations responsibilities do not extend to your internal management or administration of the Services. You are responsible for: (i) maintaining the confidentiality of passwords of your account and any Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

**2.4 Unauthorized Use & Access.** You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify eG Innovations of any unauthorized use of or access to the Services

### 3. Support

**3.1 Technical Support.** Technical support is only provided to users of Commercial Services based on your purchased Service. Customers may submit support and related requests via email ([support@eginnovations.com](mailto:support@eginnovations.com)) or call the eG Innovations Support Global Desk. Based on the severity and criticality of support issues reported by the customers, eG Innovations has predetermined SLAs to respond to the support request.



eG Innovations will have no obligation to provide support for problems caused by or arising out of the following: (i) modifications or changes to the eG Innovations Properties; (ii) use of eG Innovations Properties not in accordance with the Terms; or (iii) problems arising solely from third-party products.

3.2 Your Feedback. We appreciate your ideas, comments, suggestions, documents and/or proposals (“Feedback”). You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant eG Innovations a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback.

4. Indemnification. You agree to indemnify and hold eG Innovations, its subsidiaries, affiliates, officers, agents, employees, resellers or other partners and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys’ fees, arising out of or related to your Data, or the use thereof, including but not limited to allegations that any processing of your Data by eG Innovations and/or you under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, your User Content, your use of the eG Innovations Properties, your violation of these terms, or your violation of any law.

5. Termination. We reserve the right to suspend or cease providing the eG Innovations Properties or any portion of the eG Innovations Properties, at any time, with or without cause, and with or without notice. We may suspend or terminate your use of the eG Innovations Properties if you are not complying with these Terms, or if you use the Services in any way that could cause us legal liability or disrupt others’ use of the Services. If we suspend or terminate your use, we will try to let you know in advance. If you want to terminate the Services at any time, you may do so by (a) notifying eG Innovations and (b) closing your account for the Services that you use.

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your account, including your Data. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of your Data associated therewith from our live databases. eG Innovations will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

Contact Information: If you have any questions regarding these Terms or eG Innovations Properties, please contact eG Innovations at [info@eginnovations.com](mailto:info@eginnovations.com).