Icinga Developer Subscription

PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING THE ICINGA DEVELOPER SUBSCRIPTION. BY USING THE ICINGA DEVELOPER SUBSCRIPTION, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE PROGRAM TERMS. IF YOU DO NOT ACCEPT THE PROGRAM TERMS, THEN DO NOT USE THE ICINGA DEVELOPMENT SUBSCRIPTION.

We are happy that you are interested in participating in the Icinga Developer program and, as a benefit of the program, you are receiving a Icinga Developer Subscription. The Developer Subscription allows you (as an individual, natural person, or entity) to use certain Icinga Subscription Services in connection with Icinga Software for Development Use and for Production Use subject to these Program Terms at no cost. The Developer Subscription is unsupported, intended for your individual use and is not intended or supported for any other purpose.

Your use of the Developer Subscription is subject to the terms contained in this document (the "Program Terms"). If you use the Developer Subscription for any purpose or in any capacity other than as permitted by these Program Terms, you agree to purchase the applicable Subscription Service for each Unit pursuant to the Agreement. You agree to notify Icinga of any facts or circumstances of which you become aware that would make this agreement inaccurate in any respect.

By accepting the Program Terms, you represent that you are acting on your own personal behalf or as a representative on behalf of an entity and will be using the Developer Subscription solely as set forth in this document. If you’re acting as a representative of an entity, you warrant that you have full authority to represent that entity. Icinga is relying on your representations as a condition of our providing you access.

- "Development Use" means one individual or work entity working independently (with their own installation of Icinga Software) to develop software (including open-source software), perform prototyping or quality assurance testing and/or for demonstration purposes.
- "Production Use" means any use other than for Development Use including, but not limited to, using the Software (a) in a production environment, (b) with live data and/or applications and/or (c) for backup instances.

The Developer Subscription includes entitlements to run any combination of the Icinga Software included in the Developer Subscription on up to twenty (20) Physical Nodes or Virtual Nodes for Development Use and/or Production Use. The maximum number of hosts monitored with Icinga must not exceed twenty (20). "Physical Node" means a physical system which contains or executes all or a portion of Icinga Software including, without limitation, a server, workstation, laptop, blade, or other physical system. "Virtual Node" means an instance of Icinga Software executed, in whole or in part, on a virtual machine or in a container. Please refer to the online FAQ for the Icinga Developer Subscription for a full list of included Software and Services.

If you use the Developer Subscription for any other purposes or beyond the parameters described in these Program Terms, you are in violation of Icinga’s Program Terms and are required to pay the Subscription fees that would apply to such use, in addition to any and all other remedies available to Icinga under applicable law. Examples of such violations include, but are not limited to:

- using the Icinga Subscription Services for Development Use and/or Production Use on more than twenty (20) Physical Nodes or Virtual Nodes, or
- selling, distributing and/or rebranding the Icinga Subscription Services (or any part thereof) contained in the Developer Subscription.

If there is a conflict or inconsistency between these Program Terms and the other portions of the Agreement, these Program Terms will prevail for those matters contained herein. If Icinga reasonably believes you are not in compliance with these Program Terms, Icinga may immediately terminate the Agreement and suspend and/or cancel your access to the Developer Subscription. Your rights and obligations herein are personal to you or the entity you are representing and may not be transferred or delegated by you to any third party. This agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open-source license.