

BY PURCHASING IN THE MARKETPLACE (DEFINED BELOW) AND ACCESSING AND USING THE SERVICE (DEFINED BELOW), YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT (DEFINED BELOW). INCIDENT.IO MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING AN UPDATED VERSION OF THIS AGREEMENT TO WWW.INCIDENT.IO/TERMS. YOUR CONTINUED USE OF THE SERVICE SUBSEQUENT TO ANY SUCH UPDATES BEING POSTED CONSTITUTES YOUR EXPLICIT CONSENT TO SUCH UPDATES. IF YOU DO NOT AGREE TO SUCH UPDATES, THEN YOU MUST IMMEDIATELY CEASE USING THE SERVICE PURCHASED IN THE MARKETPLACE.

Subject matter

These Marketplace Terms of Service (the “Terms”) govern the customer’s use of incident.io, which is licensed to customer through its purchase within the AWS Marketplace (“Marketplace”).

incident.io communicates with the Slack service (“Slack”, which is offered by Slack Technologies Limited.) on the customer’s behalf. The customer must have a valid Slack account and must have agreed to Slack’s terms of service. Any costs associated with opening or maintaining the customer’s Slack account are the customer’s sole responsibility. The customer will provide incident.io with its Slack account information (the “Slack Sign-In”) when signing into Slack via incident.io (the “Website”). The customer consents to incident.io accessing the customer’s Slack account. incident.io will directly communicate in the name of the customer and in its own name with Slack, and the customer authorizes incident.io to act on its behalf in Slack. The customer is solely liable for any costs or damages that Slack associates with the Slack Sign-In.

Service specification

incident.io provides an online, incident management (“Service”). It is integrated with Slack as a Slack app, and also offered as a website.

To provide the Service, incident.io will access the customer’s Slack workspace. incident.io will receive webhooks for interactions the customer has both with the service and with Slack, in channels where incident.io has been added. incident.io will, wherever possible, store references to data within Slack as opposed to storing the data ourselves. Where functionality depends on us storing data, it will be stored securely and encrypted at rest.

No consultancy, training, trouble shooting or support is within the scope of the services offered by incident.io under these Terms.

Your Account

Using incident.io requires purchases licenses through the Marketplace, and then opening an Account by using the customer’s Slack Sign-In. incident.io may only be used by Slack users.

By opening an Account with incident.io through the Marketplace, the customer is deemed to accept these Terms.

An Account may only be used by one single person. The customer is entitled to create separate Accounts for its employees.

The person opening the account represents that he/she has the legal authority to bind the legal entity he/she acts for and provide the Slack Sign-Ins to incident.io.

In connection with the Account registration the customer is obliged to:

- keep Account data confidential at all times and to do everything to avoid any third party getting hold of the data. In this respect "third party" also includes all employees of the customer that are not designated to use incident.io;
- immediately inform incident.io in case of loss, theft or other disclosure of the Account data to a third party or when misuse of the Account data is suspected, and to immediately change the password;
- allow the Account data to be used only by designated administrators that are specified in the registration procedure.

Obligations of the customer

If the customer chooses a paid plan, the customer agrees to pay the fees set out at the time of purchase within the Marketplace. incident.io's fees will be collected automatically using whatever payment details the customer provided when they signed up.

The customer must not interfere or intend to interfere in any manner with the functionality or proper working of incident.io.

The customer will indemnify and hold harmless incident.io, its officers and directors, employees and agents from any and all third party claims, damages, and costs (including reasonable attorney fees) arising out of the customer's use of incident.io in a manner not authorized by these Terms or in a manner that violate applicable law.

Obligations of incident.io

incident.io will use reasonable commercial endeavours to ensure that the Service is performed substantially in accordance with the Service specification and in a timely and professional manner.

incident.io will use reasonable commercial endeavours to ensure that any defects in the Service shall be remediated within a reasonable time following a detailed notification of such defect being given to incident.io by the customer.

incident.io will defend the customer from any and all claims, demands, suits, or proceedings brought against the customer by a third party alleging that the Service, as provided by

incident.io to the customer, infringes any patent, copyright, or trademark or misappropriates any trade secret of that third party.

Warranty

incident.io warrants that, insofar as it is aware, the customer's use of the Service and software therein in accordance with these Terms will not infringe the intellectual property rights of any third party.

The customer warrants that: (i) it will comply at all times with these Terms; (ii) it will not use the Service for any purpose that could, in incident.io's reasonable opinion, be considered obscene, blasphemous, defamatory, promote or incite terrorism or hatred based on religion, race or disability, or is illegal pursuant to all applicable laws and regulations (including copyright laws); and (iii) it will not introduce to the Service any virus, worm, Trojan horse, adware, spyware or any other form of malicious content, code or software or anything which may otherwise compromise incident.io's Service, properties or assets.

Downtime and services suspensions

Adjustments, changes and updates of incident.io that help to avoid or maintain dysfunctions of the Service may lead to temporary Service suspensions. incident.io aim to limit downtime of the Service or restrictions of accessibility to less than one hour a month (~99.9% availability).

The customer is aware that the Service relies on a working internet infrastructure. Additional downtime of the Service can occur, if the website is not available and at any other time with restrictive access to the internet.

The customer is aware that incident.io does not work if Slack is not properly available (be it to incident.io or to the customer).

Rights to use

Subject to and conditional upon the customer's compliance with these Terms, the customer is granted a limited, non-exclusive, non-transferable, non-sublicenseable right to use incident.io as software as a service via the internet.

The customer is not granted any additional right to the Service or any other intellectual property of incident.io. The customer shall not be entitled to make copies of the Service or any software therein. The customer shall not translate the program code into other forms of code (decompilation) or employ other methods aimed at revealing the code embedded in the software of the Service in the various stages of its development (reverse engineering).

The customer is not entitled to remove or make alterations to copyright notices, serial numbers or other features which serve to identify the Service.

Logo rights

The customer agrees that until either party terminates these Terms, incident.io may use the customer's name and/or logo on incident.io's websites and in its customer lists and marketing materials, provided that any such use complies with any usage parameters provided to incident.io in writing, and is displayed in a manner substantially similar to incident.io's display of other customer names and logos.

Limitation of liability

To the maximum extent permitted by applicable law, incident.io and its officers, employees and agents will not be liable for any indirect, incidental, special, consequential or punitive damages including, without limitation, loss of profits, data, use, good will or other intangible losses resulting from your access to and use of (or inability to access and use) the Service.

In no event shall incident.io's total liability to you for any damages resulting from any claim or series of related claims exceed the amount paid by you for the Service within the 12 months preceding such claim or series of claims.

Confidentiality

Each of incident.io and the customer undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each of incident.io and the customer shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

Data protection

incident.io will process personal data in accordance with its Privacy Policy, available at incident.io/privacy.

Term and Termination

These Terms become effective upon customer's purchase through the Marketplace, and will remain in effect until terminated by incident.io or the customer in accordance with this paragraph.

incident.io or the customer may terminate these Terms for any or no reason at their convenience at any time. Termination may be issued in writing or by using the provided account closing mechanism, if provided by incident.io. By terminating these Terms, the customer waives its right to further use of the Service and acknowledges that incident.io will

not be liable to refund any sums paid by the customer in respect of the remaining duration of the customer's then-current subscription period.

No notice period is required for incident.io or the customer to terminate these Terms. The Warranty, Limitation of Liability, Confidentiality, Governing Law and Jurisdiction, and Resolving Disputes paragraphs will survive termination.

Governing Law and Jurisdiction

incident.io's relationship with the customer is governed by English law and the English courts shall have exclusive jurisdiction over any disputes relating or connected to it.

Resolving disputes

Should the customer have any concerns or complaints about the Service incident.io provides, the customer should contact incident.io in the first instance using any of the methods set out on the incident.io website. incident.io will work with the customer in order to understand the issue and work towards a swift resolution.

Notices

Any notice or other communication required to be given to incident.io or the customer under or in connection with these Terms shall be sent by e-mail to the email-address registered by the customer with Slack, or to any updated email-address the customer provides from time to time.

Notices to incident.io must be directed via email, to hello@incident.io.

Final provisions

These Terms, together with any documents referred to in them, or expressed to be entered into in connection with them, constitute the whole agreement between incident.io or the customer concerning their subject matter.

The customer may set off only legally binding and recognized claims. The rights and obligations arising from these Terms are generally not transferable. However, incident.io may transfer these Terms with all rights and obligations to a company of its choice.

If any provision of these Terms is or later becomes invalid, or contains omissions, the validity of the other provisions shall remain unaffected. incident.io and the customer shall agree upon a new provision, which shall resemble the invalid provision as closely as possible in purpose and meaning considering the interests of incident.io or the customer and the legal regulations, to replace the invalid provision. In the event of an omission in these Terms, a provision shall be agreed upon which shall correspond with that which would have been agreed, pursuant to the purpose and meaning of these Terms, if the matter had been considered by incident.io and the customer when these Terms was formed.

These Terms may occasionally be modified by incident.io at any time.