

End User License Agreement QGrip

QGrip is an application for a better grip on your SQL Server environment. QGrip is offered by the company Grip on SQL B.V. ("**Grip on SQL**") registered by the Dutch chamber of commerce with registration number 71387226. Please read this End User License Agreement (EULA) carefully, as it sets out the terms and conditions upon which we license QGrip for use.

You agree to be bound by the terms and conditions of this EULA. To be sure with your agreement, this EULA will be handed over again before you can install QGrip.

Article 1. Use of the software

1.1. To use QGrip, you will need access to the QGrip database. To obtain access, you will need to leave your e-mail address behind as stated on the website www.griponsql.org ("**the Website**"). Grip on SQL will send you a link and password to your e-mail address to give you access to the back-up file of the QGrip database. The link and the password will valid for one single download whereafter it will expire. After you have downloaded the QGrip database, you must set up the back-up of the QGrip database on your own SQL server. After taking this step, you must visit griponsql.org/download where you can download the latest version of QGrip ("**the Upgrade**").

1.2 You can now install QGrip on your device. During the installation, you will receive a license to use QGrip for 45 days limited to 5x SQL Server Instances and 5x QGrip Users ("**the Trial License Key**"). The Trial License Key will be added to the QGrip database. After the expiration of the Trial License Key, you will need a license to continue the use of QGrip ("**the Production License Key**") or it is no longer possible to use QGrip. This Production License Key can be obtained by contacting Grip on SQL by using the contact information as stated on the Website. Other terms and conditions will be applicable when you obtain a Production License Key. The Production License Key can be used for one single QGrip database. If you want more than one QGrip database, you can reach out to Grip on SQL by using the contact information as stated on the Website.

1.3. QGrip however can only be installed when certain system requirements are met. You are yourself responsible that your environment meets these requirements.

1.4. You must secure access to QGrip. In particular you must keep the password as mentioned in article 1.1 strictly confidential. Grip on SQL may assume that all actions undertaken with the use of QGrip are authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Grip on SQL that someone else knows your password.

1.5. When you make use of QGrip, Grip on SQL may process certain personal data to monitor the validity and status of your license. Please consult the privacy statement of Grip on SQL for more information. You can find the privacy statement on the Website.

Article 2. Grant of license

2.1. All intellectual property rights pertaining to QGrip and related materials provided by Grip on SQL are vested exclusively in Grip on SQL. Nothing in this EULA shall be constructed as to transfer any intellectual property rights.

2.2. Notwithstanding the provision above, Grip on SQL hereby grants you a revocable license for use of QGrip under the terms and conditions laid down in this EULA.

2.5. Unless explicitly indicated otherwise, any license granted by Grip on SQL shall be non-exclusive, non-transferrable and non-sublicensable.

2.6. You are explicitly not allowed to (i) make copies of QGrip in any manner that falls outside the scope of this EULA except to the extent permitted by mandatory law, (ii) sublicense and distribute or otherwise make available QGrip to third parties, (iii) modify QGrip in any way, or to remove or modify any designations regarding the intellectual property rights of Grip on SQL or its licensors, or (iv) reverse engineer, decompile or otherwise attempt to derive the source code from QGrip, except to the extent permitted by mandatory law.

2.7. Grip on SQL preserves the right to take technical measures in order to protect QGrip against unlawful or unauthorized use. If such measures are taken by Grip on SQL, you are not allowed to circumvent or remove the measures taken.

2.8. Grip on SQL has the right to perform an audit to verify your compliance with this article 2. The audit will be performed by an independent third party which is bound to confidentiality. The costs of the audit shall be borne by Grip on SQL, unless the report of the auditor reveals that you did not comply with the provisions contained in this article 2. You are obliged to provide all information which is reasonably requested by the auditor and to provide all assistance reasonably required for the performance of the audit at your own expense.

2.9. Grip on SQL is entitled to demand a compensation for the loss of revenue and damages if you are not compliant with the provisions as described in this article.

Article 3. Terms of use

3.1. You are solely responsible for the use of QGrip and other materials provided by Grip on SQL. You are explicitly not allowed to use QGrip or other materials in any manner or for any purpose that violates Dutch or other applicable laws or regulations.

3.2. If Grip on SQL observes or is notified by a third party of any (presumed) unlawful or unauthorized use of QGrip or other materials provided to you, Grip on SQL has the right to take all reasonable measures to stop the (presumed) unlawful or unauthorized use. Grip on SQL is not liable for damages resulting therefrom.

3.3. You hereby indemnify and hold Grip on SQL, its subsidiaries, affiliates, officers and employees, harmless from any liabilities, claims, expenses or demands, including reasonable attorneys' fees and costs, made by any third party due to or arising out of: a. your use or misuse of QGrip; b. any violation of applicable laws and regulations; c. any violation of the terms and conditions set forth in this EULA.

Article 4. Updates and upgrades

4.1. Grip on SQL may regularly update or upgrade QGrip in order to resolve technical errors, add new functionalities or to improve performance in general. Your feedback and suggestions are welcome, but Grip on SQL makes the final decision on whether or not it will implement any changes.

4.2. QGrip will alert you if updates or upgrades are available through an announcement on the Website and by sending you a newsletter.

4.3 Upgrades will be made available and can be downloaded on the Website. Updates and upgrades are only installed with your separate consent. You cannot hold Grip on SQL liable for damage caused by bugs that are resolved in an update or upgrade you did not install.

4.4. Updated and upgraded versions of QGrip may be subject to additional or amended terms and conditions. In such event, you must accept the supplemented or amended version of the EULA or other conditions before you install the update or upgrade.

4.5. In case of questions about QGrip, you can contact us in the manner described on the Website. We will try to answer your questions in as short a time as possible.

Article 5. Limitation of liability

5.1. Except in case of intentional misconduct or gross negligence the liability of Grip on SQL as a result of an attributable failure to comply with its obligations, an unlawful act or on any other ground, shall on a yearly

basis (regardless of the number of events) be limited to the amount you paid to Grip on SQL in the year the damage occurred.

5.2. Grip on SQL in no event is liable for indirect damages. For the purpose of this EULA, indirect damage shall mean: lost profits, missed savings or damages as a result of business interruption, loss of goodwill and data loss.

5.3. In case of force majeure Grip on SQL is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods, malware attacks or other malicious software, network attacks (including DDos attacks), war, mobilization, import and export obstructions and terrorist attacks.

5.4. Damages may only be claimed if reported in writing to Grip on SQL at most two months after discovery.

Article 6. Term and termination

6.1. This EULA enters into force as soon as you have accepted this EULA. This EULA applies to all your use of the software.

6.2. This EULA will terminate automatically when your use of QGrip has been ended and you: a. cease all use of QGrip; and b. permanently delete all copies of QGrip from the computer on which it has been installed.

6.3. Grip on SQL has the right to terminate the EULA at any moment with a notice period of one (1) month. Any prepaid license fees will be reimbursed pro rata.

6.4. Grip on SQL may suspend or terminate this EULA with immediate effect by providing a written notice to you in the event that: a. you apply for suspension of payments, a petition for bankruptcy has been filed, or your business is dissolved or terminated; b. you fail to comply with your obligations under this EULA; c. Grip on SQL has a good reason to believe that you will not comply with your obligations under this EULA.

Article 7. Miscellaneous provisions

7.1. Dutch law applies to this EULA.

7.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with QGrip shall be brought before the competent Dutch court for the principal place of business of Grip on SQL.

7.3. For any clause in this EULA that demand that a statement must be done “in writing” to be legally valid, a statement by e-mail or communication through QGrip shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

7.4. The version of any communication of information as recorded by Grip on SQL shall be deemed to be authentic, unless you supply proof to the contrary.

7.5. In case any part of this EULA is declared legally invalid, this shall not affect the validity of the entire EULA. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

7.6. Grip on SQL is entitled to transfer its rights and obligations under this EULA to a third party as part of an acquisition of QGrip or the associated business activities.