License and Maintenance Agreement

between

you as purchaser of the [jOOQ License](s)
(either an individual person or a single legal entity, hereinafter "Customer" or "You")

and

Data Geekery GmbH, Heinestrasse 20, 9008 St. Gallen, Switzerland
(hereinafter "Supplier")

together hereinafter the "Parties"

1 Preamble

The Supplier develops, licenses and maintains the software "jOOQ Object Oriented Querying", commonly known as "jOOQ", a database-mapping software library in Java. Its purpose is to provide access to the SQL language through an internal domain-specific language in Java, used to construct queries from classes generated from a database schema. Customer wishes to use the software and to obtain maintenance services for it.

2 Definitions

Agreement	shall mean this license and maintenance agreement for the provision of Maintenance Services (including the Annex) as well as any future amendments to it.
Critical Defect	means a Defect critical to Customer's business, requiring a solution as quickly as possible.
Database Program	means a computer program that organizes data in a database, providing functionalities concerning storage, organization and retrieval of the data.
Defect	is a reproducible deviation of the Software from the specifications as set out in the Documentation of the Software, including any bug, error, security flaw, or incompatibility with the Database Programs.
Delivery	is the supply of the Software by the Supplier pursuant to Section 6.
Developer License	means the license defined in Section 7.1.
Developer Workstation	means a Workstation that is used by Customer to develop those parts of the End-user Application that directly interact with the Software.
Documentation	means the user manual and Javadoc of the Software published on www.jooq.org and amended from time to time.
End-user	means the ultimate user of the End-user Application.
End-user Application	means the software developed or modified by the Customer in which the Software is integrated and

	which is distributed by the Customer pursuant to the terms of Section 7.2.
Fee	means the One-time License Fee, the Subscription Fee or the fee paid for the purchase of Maintenance Services.
Floating License	means a license that enables Customer to use the Software by a single unnamed user at a time.
Java Development Kit (JDK)	means the software development tool issued by Oracle Inc., or other vendors offering compatible alternatives, necessary to operate the Software.
Maintenance Services	means the maintenance services provided by the Supplier as set out in Section 8 of this Agreement.
Major Defect	means a Defect affecting a specific area of functionality, but not the whole Software.
Major Release	means a new version of the Software with new major functionalities or features; Major Releases are identified by the following version number: 1.0.0, whereas the first digit ("1") denominates the number of the Major Release. For instance, the Supplier will issue a Major Release to adapt the Software to a new version of the Java Developer Kit, or to undertake major improvements to the Software.
Minor Defect	means a Defect with negligible, cosmetic effects, which does not affect the usability of the Software significantly. An example of a Minor Defect are formatting problems or misleading error messages.
Minor Release	means a new version of the Software with new minor functionalities or features. Minor Releases are identified by the following version number: x.1.0, whereas the second digit ("1") denominates the number of the Minor Release, which is preceded by its associated Major Release.
One-time License Fee	means the one-time fee Customer pays for the perpetual Developer License of the Software defined in Section 7.1.

Option	means an optional right, feature, extension, modification to this Agreement or to the Software, which increases the prices as set out in the Annex by a percentage.
Patch Release	means a new version of the Software with the remedy of one or several Defects. Patch Releases are identified by the following version number: x.y.1, whereas the third digit ("1") denominates the number of the Patch Release, which is preceded by its associated Major and Minor Release.
Release	means a Major, Minor, or Patch Release.
Reseller	is an entity authorized by the Supplier to resell Developer Licenses to the Customer.
Response Time	means the time during the Support Hours that elapses between the Supplier's actual receipt of a Support Ticket issued by the Customer, and the commencement of Maintenance Services by the Supplier as defined in Section 8.
Service Provider Interface	means the programming interface specifying how a third party computer program interacts with the Software to use predefined functions of the Software.
Severity Level	means the level of priority the Customer assigns to a Support Ticket. The Severity Levels include the following types of Defects: Critical, Major and Minor.
Software	means the computer program jOOQ in the current version and any new Releases thereof.
Subscription	means the arrangement which includes the granting of a timely limited Developer License or the provision of the Maintenance Services.
Subscription Fee	means the fee Customer pays for the timely limited Developer License including the Maintenance Services (unless Customer waives such Maintenance Services).
Subscription Period	means the duration of validity of the Subscription.

Support Hours	mean the daily time period the Maintenance Services are available to the Customer.
Support Ticket	means the notification of the request for a Maintenance Service issued by the Customer such as the notification of a Defect. In the absence of a Ticketing System, Customer may request for a Maintenance Service through e-mail at support@datageekery.com.
Ticketing System	is a third party software maintained by the Supplier used by the Customer to create Maintenance Service requests with associated Severity Levels.
Work Product	is any work result of the Maintenance Services, such as new Releases, documents, information and improvements developed or created in the performance of the Maintenance Services.
Workaround	means a way of circumventing a Defect without actually fixing it within the source code. A Workaround is mitigating the effect of the Defect, so that the user can use the Software reasonably.
Working Days	mean the locally recognized working days in Zurich (Switzerland) (excluding locally recognized public and bank holidays).
Workstation	means a computer onto which the Software was installed or copied by the Customer and which is used to run the Software.

3   Annex

The Annex shall be integral part of this Agreement. In the case of contradiction between the Annex and this document the Annex shall prevail.

4   Reseller

The Customer may buy perpetual Developer Licenses or Subscriptions from a Reseller. In this case the Agreement covers the licensing of the Software

and the provisions of the Maintenance Services without Section 9 (License Fee) which does not apply to the contractual relationship between the Customer and the Supplier.

5   Software and Object of Services

The Agreement covers the Software as set out in the Annex to this Agreement and any new Release; the Software does not include the Documentation which is available for download at https://www.jooq.org. The Maintenance Services do not include maintenance or support for any parts of the Java Development Kit or the Database Program(s).

6   Delivery

The Supplier will make the Software and any new Releases available for download at the site designated by the Supplier. A delivery date included in the Annex shall be approximate.

7   Licenses

7.1   Developer License

7.1.1 Usage Rights Developer License

The Supplier grants the Customer a non-exclusive, irrevocable, and non-transferable Floating License to install and use the Software during the validity of the Agreement on the number of Developer Workstations set out in the Annex for operation in conjunction with the Database Programs defined in the Annex. Without the written consent of the Supplier, Customer is not entitled to use the Software in conjunction with other Database Programs which are not supported by the Supplier in accordance with the Annex.

Workstations used for build, test, quality assurance (QA), and for production purposes, may operate the Software under the terms of Section 7.2 (Distribution Right).

The Software installed on a Developer Workstation may only be accessed and used by one unnamed user at a time.

7.1.2 Timely Limited Developer License

Customer may choose a Developer License for timely limited use of the Software. Additional terms of such use are set out in the Annex.

7.1.3 Perpetual Developer License

Customer may choose a Developer License for timely unlimited use of the Software. Additional terms of such use are set out in the Annex.

7.2 Distribution Right

Notwithstanding the type of Developer License for which Customer subscribed for, Supplier grants the Customer the non-exclusive, perpetual, irrevocable, royalty-free and non-transferable license (i) to distribute the Software as run time version in object code form only and embedded in the End-user Applications and (ii) to grant non-exclusive and perpetual sublicenses of it to the End-user.

This right expressly includes the right to build and operate the End-user Application including those parts that directly interact with the Software on Workstations that are not Developer Workstations.

Customer is not permitted to distribute the Software as a standalone product. Customer must ensure that the Software is not distributed in any form that allows it to be reused by any application other than the End-user Application.

7.3 Modification Right

Supplier grants the Customer the non-exclusive and non-transferable right to modify the Software source code ("Modifications"), and to reassemble the Software in whole or in part, solely in order to: (i) pursue urgent maintenance work that would otherwise be performed by the Supplier in the form of Maintenance Services or (ii) achieve interoperability between the Software and other software used by the Customer. In the case of a timely limited Developer License the modification right pursuant to this Section is limited to the Subscription Period.

If the Customer exercises the modification right, the Supplier will no longer maintain and provide warranty for the Software (including the Modifications) or defend and indemnify the Customer in case of infringement claims.

Customer shall indemnify, defend and hold harmless the Supplier from all claims, costs, damages, losses, liabilities and expenses arising out of or in

connection with any claim brought against Supplier by a third party for an infringement of such third party's intellectual property rights relating to the Modifications in accordance with the procedures and conditions set forth in Section 18.

Customer shall pursue reasonable efforts to provide all necessary information about such Modifications to Supplier, such that remedies can be applied to new Releases. Maintenance Services and warranties will be re-established under the terms of this Agreement as soon as the Supplier has released a new Release including the necessary remedies.

7.4 Generated Code

Classes, files, documentation, and other artefacts that are generated from a database schema by the Software are part of the End-user Application, not of the Software, and are governed by this Agreement only if they directly depend on the Software.

7.5 Excluded Rights

Except as expressly stated in this Section 7, Customer may not (and shall not permit any third party to) copy, adapt, modify, reverse engineer, decompile, reassemble or disassemble the Software in whole or in part except to the extent expressly permitted by applicable law. Furthermore, Customer shall not make available the Software to third parties, unless such third parties are using or operating the Software solely on behalf of the Customer.

8 Maintenance Services

8.1 Maintenance Services

8.1.1 Remedial Services

The Supplier will use reasonable endeavours to remedy Defects by

- delivering a new Release or
- providing the Customer with a suitable Workaround.

The Reaction Time is set out in the Annex and depends on the Severity Level of the Defect. Critical and Major Defects usually are remedied with the next Major, Minor, or Patch Release. Minor Defects usually are remedied with the next Major or Minor Release.

8.1.2 Provision of New Releases

The Supplier may from time to time and at its sole discretion issue and deliver to the Customer new Releases.

8.1.3 Support Services

Customer may request support consisting of advice, consultancy and help concerning the use and the operation of the Software. The Supplier will provide these support services through e-mail or phone as defined in the Annex.

8.2 Provision of Services

8.2.1 Availability of Maintenance Services

The Support Hours are set out in the Annex. Support Tickets issued outside of Support Hours will be processed on the next Working Day according to the Response Time set out in the Annex.

8.2.2 Support Tickets and Prioritization of Defects

Customer will prioritize the Support Ticket for Remedial Services based on the Severity Levels. The Supplier is entitled to reasonably re-prioritize the Support Ticket and will notify Customer as soon as possible if such a re-prioritization is made. The ultimate decision on the Severity Level lies with the Supplier.

8.3 Start of Maintenance Services

The Maintenance Services shall start upon Delivery of the Software.

8.4 End of Maintenance Services

The Maintenance Services shall end one (1) year after Delivery of the Software licensed under a perpetual Developer License, or at the end of the Subscription Period in the case of a timely limited Developer License.

8.5 Excluded Services

The Maintenance Services do not extent to computer programs developed by the Customer or a third party which uses the Service Provider Interfaces to interact with the Software or to defects reported that cannot be

attributed solely to the Software or the Maintenance Services, in particular in the event

- Defects are caused by third parties;
- Defects are caused by non-observance of operating instructions;
- the Software is modified by Customer according to Section 7.3.

9 License Fee

9.1 License Fee

Customer will either pay a One-time License Fee or an annual or monthly Subscription Fee set out in the Annex.

The Supplier is entitled to adjust the amounts of the Subscription and the Maintenance Fee at the beginning of each calendar year to take account of cost developments. Any such adjustments must be communicated in writing or per e-mail at least four months before they come into effect.

The adjustment shall exceed neither

- the then-current list price for the Software; nor
- a 3% increase per calendar year.

9.2 Types of Licenses

9.2.1 Perpetual Developer License

The One-time License Fee for the perpetual Developer License is payable in advance. It includes Maintenance Services for one year starting with the Delivery of the Software. Customer may purchase Maintenance Services for one or more additional one-year time periods pursuant to the terms of the Annex.

9.2.2 Yearly Subscription (timely limited Developer License)

The Subscription Fee is payable yearly in advance and includes the Maintenance Services.

9.2.3 Monthly Subscription (timely limited Developer License)

The Subscription Fee is payable monthly in advance and includes the Maintenance Services.

9.3 Payment Terms

The amount payable by Customer is exclusive of Value Added Tax, any relevant local sales taxes and customs duties and other charges assessed on such importation, for which Customer shall be responsible. All invoices of the Supplier are due and payable thirty (30) days after the invoice date unless otherwise provided in this Agreement.

9.4 Maintenance Services not included in Subscription Fee

The Fee paid by the Customer includes the number of Support Tickets set out in the Annex. The Supplier is entitled to charge for any additional Support Ticket on a time and material basis based on the hourly rates defined in the Annex.

Onsite services are not included in the Subscription Fee and will be charged additionally.

If the Supplier provides Maintenance Services in relation to a Defect and it is found that the Defect cannot be attributed to the Software or the Maintenance Services as further set out in Section 8.5, the Supplier may charge for all such services according to the hourly rates set out in the Annex.

10 Cooperation Obligations

Customer shall fulfil the following cooperation obligations:
- installation of the Software;
- operation of the Software with the JDK version supported by your edition or a later version thereof if notified accordingly by the Supplier;
- reporting of the Defects comprehensibly and as soon as reasonably practicable using the Support Ticket system of the Supplier;
- reporting of Modifications performed on the Software source code by Customer for maintenance as defined in Section 7.3;
- remote access to the Software operated by the Customer or, if the remote access is not available, access to the office spaces and provision of a working place reasonably equipped to fulfil the Maintenance Services in case the Supplier is providing the Maintenance Services onsite;

- installation and use of the latest Major or Minor Releases within one year after its issuance by the Supplier;

- installation and use of the latest Patch Release as soon as reasonably practical after its issuance by the Supplier; and

- carrying out Supplier's recommendations designed to implement a Workaround.

11 Intellectual Property Rights and Audit

11.1 Intellectual Property Rights

All title, trademarks and copyrights in and to the Software and the Work Products and any copies thereof are owned by the Supplier or its licensors. The Customer may not copy, distribute, modify or publish the Software or the Work Products unless expressly stated in this Agreement. Apart from the rights vested in the Software, the Supplier is not claiming any rights to the part of the End-user Application developed or modified by the Customer or its licensor(s).

11.2 Proprietary Notices

Customer may not remove any proprietary notices or labels from the Software.

11.3 Auditing

Upon reasonable notification, the Supplier may inspect Customer's premises and records necessary to check the number of Developer Workstations. The inspection shall take place during normal business hours and shall not interfere unreasonably with Customers' business activities. The Supplier is entitled to charge a third party with the inspection.

11.4 Duty to provide information

Customer shall immediately provide in writing all information relevant to the Subscription and the One-time License Fee, such as the increase of the number of Developer Workstations, or the types of Database Programs.

12 Involvement of third parties

The Supplier is entitled to commission subcontractors or other third parties to fulfil its contractual obligations.

13 Default and Warranty

Should the Supplier fail to deliver the Software at the delivery date, fail to rectify a Defect within a reasonable time limit, provide inadequate Maintenance Services or not begin to rectify the Defect within the Response Time, the Customer may fix in writing an appropriate time limit for subsequent performance of the service concerned. Should the Supplier fail to perform the service by this time limit, the Supplier shall be in default. Should the Supplier fail to meet a second appropriate time limit specified in writing for subsequent performance of the service concerned, the Customer shall be entitled to withdraw from the Agreement, and demand repayment of any Subscription Fee paid since the Supplier was found to be in default. In the case of Defects of Severity Level "Major" or "Minor", the Customer shall only be entitled to an appropriate reduction of the Subscription Fee. No other remedies shall be provided under this Agreement. Substitute performance by a third party is specifically excluded.

14 Open Source

The Software may use or include certain software, files, components and materials that are subject to open source and/or third party license terms ("Third Party Components") a complete list of which is provided as part of the Documentation as well as on the Supplier's website. The Customer accepts these terms and conditions valid for the Third Party Components. The Supplier makes no warranty and has no responsibility or liability for Third Party Components and the consequences of the use of such software. Supplier shall notify Customer of any new Third Party Components included in a Release.

Supplier warrants that the use of the Software (as provided in this Agreement) shall not cause the End-user Application to become subject to any copyleft, copyrights or other similar obligations or disclosure requirements with respect to Customer's code, systems and networks.

15   Confidentiality

All data and information such as files, studies, offers, business documents, concepts or meeting minutes exchanged between the Parties may only be used by the recipient to fulfil its contractual obligations, and may not be made available to third parties unless such parties are involved in the fulfilment of such contractual obligations. Both Parties undertake to impose the above confidentiality provisions on their own personnel and any third parties involved.

The restrictions on disclosure and use of information described in this Section do not extend to any item of information which: (i) is publicly known at the time of its disclosure; (ii) is lawfully received by the receiving party from a third party not bound in a confidential relationship to the other party; (iii) is published or otherwise made known to the public by the disclosing party; (iv) was generated independently by the receiving party without use of the information in question; or (v) is required to be disclosed under applicable law or regulation or a court order.

16   Public Announcements

Both Supplier and Customer agree to allow for usage of trademarks, logos and domain names for the purpose of advertising or publicizing Customer's use of the Software and to make public statements regarding Customer's use of the Software.

17   Protection of personal data (data protection)

The Customer undertakes, when using the Maintenance Services, to comply with all applicable data protection provisions and to impose the same obligation on its employees and any third parties authorized to obtain the Maintenance Services. The Customer shall be responsible for the processing of any personal data included in its databases and the transfer of such personal data abroad.

18   Defence of infringement claims

The Supplier shall defend the Customer against any claims relating to the infringement of intellectual property rights such as copyright, patent or

trademark rights arising from the use of the Software or the Work Products in compliance with the contractual agreements, provided the Customer

- notifies the Supplier in writing within ten (10) calendar days of the actual or alleged infringement of intellectual property rights;
- provides the Supplier with all the information reasonably required to settle the claim, together with all reasonable cooperation and support;
- gives the Supplier the sole authority to conduct the legal case and settle the claim in court or out-of-court.

Under the above conditions, the Supplier shall conduct the legal case at its own expense.

Should the intellectual property rights of third parties be violated, or should the Supplier regard such infringement as likely, the Supplier may choose to obtain for the Customer the right to continue to use the Software or the Work Products, to replace or modify them so that they become non-infringing, or to withdraw from the Agreement and reimburse the portion of the Subscription Fee paid since the Customer reported the infringement claim. The foregoing states the Supplier's entire warranty with respect to any infringement claims.

19   Disclaimer of Liability

The Supplier is not liable for any direct or indirect damages, such as incidental or consequential damages, or for loss of profits, revenue, data, for incorrect or corrupted data, Customers' additional expenses or personal costs, non-realised savings, non-availability of the Maintenance Services or for damages caused by late delivery, subcontractors or auxiliary persons, whether in an action in contract, tort, statute or otherwise, unless otherwise provided by mandatory provisions of law.

20   Export Compliance

Export laws and regulations of Switzerland, the European Union, the United States, Great Britain and other relevant local export laws and regulations may apply to the Software ("Export Laws"). The Customer agrees that such Export Laws govern the use and the distribution of the Software by the Customer and warrants that the Software will not be exported, directly or indirectly, in violation of the Export Laws, or will be used for any purpose prohibited by the Export Laws.

21   Notices to the Customer

The Supplier is entitled to send any notice concerning the Agreement to the e-mail address the Customer registered. The Customer commits to keep its e-mail address up to date throughout the validity of the Agreement.

22   Amendment of Agreement

The Supplier is entitled to amend the terms of the Agreement at any time observing a notice period of two (2) months. Such amendment shall be deemed to have been accepted by the Customer and becomes effective as of the next renewal of the Agreement unless the Customer terminates the Agreement according to Section 23.

23   Termination

23.1   Term and Ordinary Termination

Notice of termination must be submitted in writing or per e-mail.

23.1.1   Term and Ordinary Termination of a yearly Subscription

A yearly Subscription shall be valid for twelve (12) months upon Delivery of the Software and shall be renewed for an additional twelve (12) months period, if neither Party terminates it before the end of the Subscription Period.

23.1.2   Term and Ordinary Termination of a monthly Subscription

A monthly Subscription shall be valid for one (1) month upon Delivery of the Software and shall be renewed for an additional one (1) month period, if neither Party terminates it before the end of the Subscription Period.

23.1.3   Term and Renewal of the Maintenance Services provided in conjunction a Perpetual Developer License

In conjunction with a perpetual Developer License this Agreement shall be valid for the provision of the Maintenance Services for twelve (12) months upon exercising of the renewal Option for the Maintenance Services. Such renewal Option may be exercised several times pursuant to the terms of the Annex.

23.2 Partial Ordinary Termination

The Customer shall be entitled to terminate the Agreement for a part of the Developer Workstations at the end of each Subscription Period by observing a notice period of one (1) month. Provided the Subscription Fee was based on a discount scheme offered by the Supplier and should the Customer no longer fulfil their conditions required for a discount, the Supplier shall be entitled to adjust the new Subscription Fee accordingly. Notice of termination must be submitted in writing or per e-mail.

23.3 Extraordinary Termination

Both Parties shall have the right to terminate this Agreement with immediate effect by giving written notice to the other Party,

- if the other Party becomes insolvent;
- if the other Party enters into a composition agreement or similar proceedings under bankruptcy laws;
- if the other Party ceases to carry out its business operations; or
- in the event of a material breach of any obligations under this Agreement by the other Party and if such breach has not been remedied within a time period of thirty (30) calendar days. Other terms concerning the breach of contract shall take precedence over this provision.

23.4 Effects of Termination

All provisions of this Agreement that are expressed or intended to survive termination, together with those provisions necessary for the interpretation or enforcement of this Agreement, shall survive its termination, and shall continue in full force and effect.

23.4.1 Effects of Termination on Perpetual Developer Licenses

With regard to perpetual Developer Licenses Customer may continue to use and operate the Software and all Work Products according to Section 7.

23.4.2 Effects of Termination on yearly and monthly Subscriptions

Upon termination of this Agreement including a yearly or monthly Subscription Customer will delete the Software and all Work Products from Developer Workstations and confirm per e-mail that it did so successfully within ten (10) Working Days.

For the avoidance of doubt, the rights in clause 7.2 shall survive termination.

24 Final Provision

24.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding this subject matter.

24.2 Severability

Should one or more provisions of this Agreement prove invalid or unenforceable, the remaining provisions of the Agreement shall remain in force. In such cases, both Parties undertake to replace the invalid or unenforceable provision with another valid and enforceable regulation which comes as close as possible to the invalid or unenforceable provision in its legal and business content and implications. This principle and procedure shall also be applied to the rectification of open terms or omissions in the Agreement.

24.3 Applicable law and place of jurisdiction

This Agreement shall be governed exclusively by Swiss law (excluding the United Nations Convention on Contracts for the International Sale of Goods).

The place of jurisdiction shall be exclusively Zurich, Switzerland.

ANNEX

1 Annex

The Annex shall be integral part of the Agreement. In the case of contradiction between the Annex and the Agreement the Annex shall prevail.

The prices, services, restrictions and definitions in this Annex shall amend the terms and conditions set out in the Agreement for Your specific Subscription.

2 Price Plans

Available price plans include:
- jOOQ Trial Edition ("Trial Edition" or "Trial")
- jOOQ Express Edition ("Express Edition" or "Express")
- jOOQ Professional Edition ("Professional Edition" or "Professional")
- jOOQ Enterprise Edition ("Enterprise Edition" or "Enterprise")

2.1 Per Workstation pricing for low-volume orders

Low-volume orders are priced on a per Developer Workstation basis according to the following price list:

	Trial	Express	Professional	Enterprise
Monthly Subscription Fee	Free of charge	EUR 12 excl. VAT per Developer Workstation per month	EUR 49 excl. VAT per Developer Workstation per month	EUR 99 excl. VAT per Developer Workstation per month
Yearly Subscription Fee	Not available	EUR 99 excl. VAT per Developer Workstation per year	EUR 399 excl. VAT per Developer Workstation per year	EUR 799 excl. VAT per Developer Workstation per year
Perpetual ("Unlimited") Fee	Not available	EUR 219 excl. VAT per Developer Workstation	EUR 899 excl. VAT per Developer Workstation	EUR 1799 excl. VAT per Developer Workstation

2.2 Tiered pricing for high-volume orders

High-volume orders of yearly Subscriptions and perpetual Developer Licenses are priced on a tiered Developer Workstation basis according to the following price lists:

2.2.1 For yearly Subscriptions

	Professional	Enterprise
10 – 19 Developer Workstations	EUR 3'990 excl. VAT	EUR 6'990 excl. VAT
20 – 49 Developer Workstations	EUR 6'990 excl. VAT	EUR 13'990 excl. VAT
50 – 99 Developer Workstations	EUR 13'990 excl. VAT	EUR 17'990 excl. VAT
100+ Developer Workstations	EUR 17'990 excl. VAT	EUR 20'990 excl. VAT

All prices above are per year.

2.2.2 For perpetual Developer Licenses

	Professional	Enterprise
10 – 19 Developer Workstations	EUR 8'990 excl. VAT	EUR 14'990 excl. VAT
20 – 49 Developer Workstations	EUR 14'990 excl. VAT	EUR 29'990 excl. VAT
50 – 99 Developer Workstations	EUR 29'990 excl. VAT	EUR 39'990 excl. VAT
100+ Developer Workstations	EUR 39'990 excl. VAT	EUR 44'990 excl. VAT

All prices above are One-time License Fees.

2.2.3 Unlimited volume orders

The last tier (100+) allows Customer to install the Software on an unlimited number of Developer Workstations.

2.3 License Upgrades

2.3.1 Additional monthly or yearly Subscriptions

Additional monthly or yearly Subscriptions can be purchased at any time either independently, in new Subscriptions, or on a pro rata basis when co-termed with an existing Subscription.

2.3.2 Additional perpetual Developer Licenses

Additional perpetual Developer Licenses can be purchased at any time independently. The included Maintenance Services can be co-termed with an existing perpetual Developer License. See Section 2.4.1 of the Annex for pricing.

2.3.3 From Professional Edition to Enterprise Edition (monthly or yearly Subscriptions)

A monthly or yearly Subscription for a Professional Edition can be upgraded to a monthly or yearly Subscription for an Enterprise Edition at any time by purchasing a new Subscription for an Enterprise Edition. The remaining term of the Subscription for a Professional Edition will be refunded on a pro rata basis.

2.3.4 From Professional Edition to Enterprise Edition (perpetual Developer Licenses)

A perpetual Developer License for a Professional Edition with ongoing Maintenance Services can be upgraded to a perpetual license for an Enterprise Edition at any time by purchasing a new perpetual Developer License for an Enterprise Edition. 80% of the original perpetual Developer License for the Professional Edition (but not the Maintenance Services renewals) will be refunded.

2.3.5 From Yearly to Perpetual

A yearly Subscription can be upgraded to a perpetual Developer License at any time by purchasing a new perpetual Developer License. The remaining term of the ongoing monthly or yearly Subscription will be refunded on a pro rata basis.

2.4 Options and Discounts

Options and Discounts may apply to your order. Options and Discounts may be cumulated by consecutive applications of percentages. For example, if an order of EUR 100 has a 5% Option, a 10% Discount, and a 20% Discount applied: EUR 100 +5% => EUR 105 -10% => EUR 94.50 -20% => 75.60. The order of such Option and Discount application is irrelevant.

2.4.1 Maintenance Services renewal Option (for perpetual Developer Licenses)

An Option is given to Customers who wish to renew Maintenance Services for perpetual Developer Licenses for one year. The Option for a one year renewal is calculated as follows:

Time of renewal	Option*
Immediately after expiration of previous Maintenance Services	20%
1 year after expiration of previous Maintenance Services	40%
2 years after expiration of previous Maintenance Services	60%
3 years after expiration of previous Maintenance Services	80%

*Percentage based on the price of the perpetual Developer License.

After 3 years, a new perpetual Developer License must be purchased.

2.4.2 Support waiver Discount

A Discount of 20% on the Subscription or the One-time License Fee is given to Customers who waive all Maintenance Services as set out in Section 2.6 of the Annex.

If opting in for this Discount, Maintenance Services will be given by Supplier on a best effort basis and on a time and material basis as set out in Section 1.1 of the Annex.

2.5 Termination of Trial Edition Subscription

The Trial Edition Subscription shall be automatically terminated 30 days after Delivery onto a Workstation, after which it must be immediately removed from such Workstation. Without the written consent of the Supplier, Customer is not entitled to install the same Major Release of the Software on the same Workstation again under the terms of the Trial Edition Subscription.

2.6   Maintenance Services

	Trial	Express	Professional	Enterprise
Incidents	None	None	3 incidents per Developer Workstation per year	10 incidents per Developer Workstation per year
Response Time	Best effort (No guarantee)	Best effort (No guarantee)	3 Working Days	1 Working Day
Support Hours	Best effort (No guarantee)	Best effort (No guarantee)	9am – 5pm CET	9am – 5pm CET
Support Languages	English, German, French	English, German, French	English, German, French	English, German, French

2.6.1   Perpetual Developer License

If Customer chooses a perpetual Developer License, one year of Maintenance Services are included. After this year, Maintenance Services will be given by Supplier on a time and material basis as set out in Section 1.1 of the Annex, or they can be renewed as set out in Section 2.4.1.

2.6.2   Tiered pricing

If Customer applies for tiered pricing, the number of included incidents is calculated based on the lower bound of the tier. For example, the 50 – 99 Workstations tier includes incidents for 50 Developer Workstations.

2.6.3   Monthly Subscription

If Customer chooses a monthly Subscription, the amount of incidents included in the Subscription per month is the amount of incidents per year divided by twelve (12). In the event of Termination of such Subscription, excess incidents issued thus far are billed by Supplier on a time and material basis as set out in Section 1.1 of the Annex.

2.6.4   Disclaimer of Warranty for Trial Edition

The Supplier provides the Software of the Trial Edition on an "AS IS" basis, without warranties of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

2.7   Database Programs supported by jOOQ

	Trial	Express	Professional	Enterprise
Open Source Database Support	- Derby 10.10 - Firebird 2.5 - H2 1.3 - HSQLDB 2.2 - Ignite 2.10 [8] - MariaDB 5.2 - MySQL 5.5 - PostgreSQL 9.3 - SQLite 3 - YugabyteDB 2.9 [9]	- Derby 10.10 - Firebird 2.5 - H2 1.3 - HSQLDB 2.2 - Ignite 2.10 [8] - MariaDB 5.2 - MySQL 5.5 - PostgreSQL 9.3 - SQLite 3 - YugabyteDB 2.9 [9]	- Derby 10.10 - Firebird 2.5 - H2 1.3 - HSQLDB 2.2 - Ignite 2.10 [8] - MariaDB 5.2 - MySQL 5.5 - PostgreSQL 9.3 - SQLite 3 - YugabyteDB 2.9 [9]	- Derby 10.10 - Firebird 2.5 - H2 1.3 - HSQLDB 2.2 - Ignite 2.10 [8] - MariaDB 5.2 - MySQL 5.5 - PostgreSQL 9.3 - SQLite 3 - YugabyteDB 2.9 [9]
Commercial Database Support	- Microsoft Access 2013 [1] - SQL Server 2008 (All editions) - Oracle 10g (All editions) - MemSQL[6] - Azure SQL Database - Azure SQL Data Warehouse / Azure Synapse Analytics [5] - Amazon Redshift (All editions) [4] - Aurora MySQL Edition [5] - Aurora PostgreSQL Edition [5] - BigQuery [8] - Exasol [8] - Informix 12.10 [2] - DB2 LUW 9.7 - SAP HANA (All editions) [3] - Snowflake [8] - Sybase ASE 15.5 - Sybase SQL Anywhere 12 - Teradata 16 - Vertica 7.1[4]	- Microsoft Access 2013 [1] - SQL Server 2008 Express - Oracle 10g Express	- Microsoft Access 2013 [1] - SQL Server 2008 (All editions) - Oracle 10g (All editions) - MemSQL[6] - Azure SQL Database - Azure SQL Data Warehouse / Azure Synapse Analytics [5] - Amazon Redshift (All editions) [4] - Aurora MySQL Edition [5] - Aurora PostgreSQL Edition [5]	- Microsoft Access 2013 [1] - SQL Server 2008 (All editions) - Oracle 10g (All editions) - MemSQL[6] - Azure SQL Database - Azure SQL Data Warehouse / Azure Synapse Analytics [5] - Amazon Redshift (All editions) [4] - Aurora MySQL Edition [5] - Aurora PostgreSQL Edition [5] - BigQuery [8] - Exasol [8] - Informix 12.10 [2] - DB2 LUW 9.7 - SAP HANA (All editions) [3] - Snowflake [8] - Sybase ASE 15.5 - Sybase SQL Anywhere 12 - Teradata 16 [5] - Vertica 7.1[4]

[1]: jOOQ 3.3 and later
[2]: jOOQ 3.5 and later
[3]: jOOQ 3.6 and later
[4]: jOOQ 3.7 and later
[5]: jOOQ 3.11 and later
[6]: jOOQ 3.12 and later
[7]: jOOQ 3.13 and later
[8]: jOOQ 3.15 and later
[9]: jOOQ 3.18 and later

2.7.1   Applicability

If not otherwise stated in the Release Note, newer versions of the Database Programs than the ones listed above are also supported.

The Supplier may amend in the Release Note of future Major and Minor Releases this Annex to add support for more Database Programs.

2.7.2   Other Database Programs

Without the written consent of the Supplier, no other, unsupported Database Programs shall be used with the Software by the Customer.

2.7.3   Earlier Database Program versions

The use of earlier versions of Database Programs than the ones listed above with the Software by the Customer is permitted on an "AS IS" basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

Under terms of such use, Customer will waive all Maintenance Services as set out in Section 8 of the Agreement.

2.7.4   Derelease of Support for Database Programs

Supplier may from time to time and at its sole discretion derelease the support for certain Database Programs. Such derelease shall be notified to the Customer in the Release Note of new Releases.

2.7.5   Approximity

All Delivery dates are approximate. Actual Delivery date planning is at the sole discretion of the Supplier.

2.7.6   Availability

Customers purchasing the Enterprise Edition may profit from early access ("Snapshot Releases") to Minor and Patch Releases upon availability of such Releases. The Supplier provides the Snapshot Releases on an "AS IS" basis, without warranties of any kind, either express or implied, including, without limitation, any warranties of title, non-infringement, merchantability, or fitness for a particular purpose.

2.8   Hourly Rates

Hourly rates for services not included in the Subscription or the One-time License Fee amount to EUR 250 excl. VAT.