



# End User License EULA | GripMatix SCOM AI GPT

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Version: 1.0

**GripMatix B.V.**, with its principal office located at Koningstraat 366 in (3319 PH) Dordrecht, The Netherlands and registered with the Chamber of Commerce under registration no. 72665521, has developed software as a management pack for Microsoft SCOM that can be used to integrate AI Generative Pre-trained Transformer model services powered for use within Microsoft SCOM, named GripMatix SCOM AI GPT.

This End User License EULA applies to the use of the GripMatix SCOM AI GPT Software. Please read this EULA carefully prior to using the Software. By purchasing the software via the Website or a purchase order directly or via a reselling party, End User consenting to be a party to this EULA and agree to be bound by the terms and conditions herein. If End User doesn't want to agree with the terms and conditions, do not install or use the Software.

## Article 1. Definitions

All capitalized definitions in this EULA, both plural and singular, are defined as indicated in this article.

- 1.1. **Annex:** each annex to the EULA. All annexes constitute an integral part of the EULA.
- 1.2. **End User:** a natural or legal person acting in the exercise of a profession or business, with whom GripMatix concludes the EULA.
- 1.3. **End User data:** any data processed through the Software by End Users.
- 1.4. **EULA:** this end user license EULA between GripMatix and End User, including any Annexes thereto.
- 1.5. **GripMatix:** GripMatix B.V., with its principal office located at Koningstraat 366 in Dordrecht, The Netherlands and registered with the Chamber of Commerce under registration no. 72665521.
- 1.6. **Intellectual Property Rights:** all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.
- 1.7. **Party('s):** End User and GripMatix, jointly (plural) or separately (singular).
- 1.8. **Quotation:** a written offer made by GripMatix or a reselling party.



- 1.9. **Software:** the software developed by GripMatix that can be used to integrate AI Generative Pre-trained Transformer model services for use within Microsoft SCOM.

## **Article 2. Conclusion and performance of the EULA**

- 2.1. The EULA is concluded when End User purchases the Software or End User accepts the Quotation or any other offer from GripMatix (directly or via a reselling party). GripMatix will provide End User with the necessary instructions to download the licensed Software as soon as possible after the EULA has been concluded. If End User's cooperation is required for the activation and/or delivery of the licence(s), End User will provide such cooperation.
- 2.2. The applicability of any purchase or other terms and conditions of the End User is expressly excluded.

## **Article 3. Grant of license**

- 3.1. Upon conclusion of the EULA and in consideration of the applicable fees, GripMatix grants to End User a non-exclusive license to use the Software for the duration of the EULA. This license does not include the right to sublicense, sell or otherwise multiply or disclose the Software in any way.
- 3.2. The license for the Software is bound to one SCOM Management Group that runs the Software and has been registered to the license by the End User upon purchase.  
  
The SCOM Management Group name can be modified on request during the licensed period of the Software.
- 3.3. All Intellectual Property Rights to the Software as well as all related information remain the property of GripMatix (or its licensors). None of these items may be copied or used, except and to the extent permitted by mandatory law.
- 3.4. End User acknowledges and agrees that all Intellectual Property Rights in and to the work created by GripMatix are owned by GripMatix and shall, notwithstanding the terms of the EULA, remain vested in GripMatix. GripMatix grants End User the non-exclusive, non-transferable right to use the work created on the same terms and conditions under which the GripMatix grants End User the right to use the Software according to article 3.1. GripMatix may provide similar services or created work to other end users as long as GripMatix does not infringe End Users Intellectual Property Rights.
- 3.5. It is expressly forbidden to:
  - a) reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law or applicable open source license;
  - b) provide copies of the Software to third parties;



- c) sublicense the Software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
- d) modify the Software, except to the extent permitted by mandatory law;
- e) remove indications of GripMatix as party entitled to the Software or to remove or render illegible any part thereof.

#### **Article 4. Use and misuse**

- 4.1. It is prohibited to use the Software in a manner that is in violation of the EULA or applicable laws and regulations. Additionally, using the Software in a manner that may cause hindrance or loss and/or damage to GripMatix or any third party is expressly not permitted.
- 4.2. If GripMatix determines that End User has violated the EULA or applicable laws and regulations, or receives a complaint in this regard, GripMatix may take measures to end the violation. These measures may include the suspension or termination of access to the Software.
- 4.3. End User will follow all reasonable instructions issued by GripMatix related to the use of the Software.
- 4.4. GripMatix may recover from End User any loss and/or damage sustained as a result of violations of the EULA. End User indemnifies and holds harmless GripMatix against any and all third-party claims pertaining to loss and/or damage arising from a violation of the EULA.
- 4.5. End User warrants and represents that any submission or uploading of (personal) data in the Software is lawful and that the processing of such data is in accordance with the applicable privacy laws and regulations.
- 4.6. GripMatix is allowed to use the (company) name, logo and a general description of the End User for his own promotion and/or publicity.
- 4.7. End User may at all times submit feedback and points for improvement for further development of the Software. If the End User sends information to GripMatix, e.g. feedback about an error or a suggestion for improvement, End User grants GripMatix an unlimited and perpetual right to use this information for the Software for free. The End User's feedback and suggestions are welcome, but GripMatix is entitled not to make the adjustments if it has reasonable grounds to do so.

#### **Article 5. Availability and updates**

- 5.1. GripMatix endeavours to make the Software available at all times but does not issue any guarantees concerning specific percentages of availability or quality. As such, the Software is made available on an “as is” and “as available” basis.
- 5.2. GripMatix will make every effort to ensure correct operation of the Software in accordance with the documentation, but does not provide any guarantees in this regard.



End User is responsible for the use of the Software in their own IT environment and on their own computer systems.

- 5.3. GripMatix is entitled to modify the Software or parts thereof in order to improve functionality and to repair errors. If a modification leads to a significant change in the functionality, GripMatix shall make every effort to inform End User thereof. However, GripMatix alone shall decide on the modifications.
- 5.4. GripMatix shall make every effort to add changes and new functionality to the Software requested by the End User. However, GripMatix shall at all times be entitled to refuse such a request if, in its opinion, it is not feasible or could impede the proper functioning or availability of the Software.
- 5.5. Any third party software, services, or other products you use in connection with the Software are subject to their own terms. GripMatix is not responsible for third party products.

#### **Article 6. Maintenance and support**

- 6.1. As part of a subscription based license, GripMatix will provide maintenance and support in accordance with the Support and Maintenance terms attached as Annex 1 and the relevant Product lifecycle policy described in Annex 2.

#### **Article 7. Liability**

- 7.1. The liability of GripMatix for damage incurred by the End User due to a culpable failure of GripMatix to comply with its obligations under the EULA, or due to an unlawful act committed by GripMatix, its employees or third parties engaged by it, is limited per damage-causing incident, whereby a series of connected incidents count as a single incident, to an amount equal the amounts that GripMatix has received from End User under the EULA in the six (6) months prior to the damage-causing incident.
- 7.2. The liability of GripMatix for indirect damage, including without limitation consequential loss, loss of earnings, missed economies, loss or corruption of (business) data and damage due to business stagnation is excluded.
- 7.3. The liability limitations referred to in this article will however lapse if and insofar as the damage is the result of intentional misconduct or gross negligence on the part of GripMatix.
- 7.4. The obligation for GripMatix to pay compensation will only arise if End User sends written notice to GripMatix of this damage within fourteen (14) days of the damage occurring.
- 7.5. Neither Party will be bound to comply with any obligation if the Party is prevented from doing so through force majeure. Force majeure will be deemed to include, among other things, communications or power failures, (distributed) denial of service or other network attacks, riot, insurrection, labor disputes, accident, action of government, restrictions on import and/or export or any inability to perform which is caused by the Party's suppliers.



## **Article 8. Prices and payment**

- 8.1. As compensation for the granted license to use the Software, End User is required to pay the agreed upon price as stated on the Website or Quotation.
- 8.2. All prices are in euros and exclusive of VAT and any other tax which might be chargeable in connection with the price or Software, unless agreed otherwise.
- 8.3. GripMatix may amend the price list from time to time, by providing End User at least seven (7) days written notice in advance of the price change.
- 8.4. GripMatix will invoice annually in advance End User for the license fees. All payments provided for in the EULA shall be made within thirty (30) days of the invoice date, unless agreed otherwise. GripMatix may invoice electronically. If GripMatix has not received payment within ten (10) days after the due date, and without prejudice to any other rights and remedies of GripMatix, the statutory commercial interest, as referred to in Section 6:119a of the Dutch Civil Code, shall accrue on the outstanding amount. Furthermore, End User shall be obliged to pay all the judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies.

## **Article 9. End User Data**

- 9.1. All End User Data will remain the property of End User. GripMatix will not make any proprietary claims with regard to any End User Data.
- 9.2. End User provides GripMatix with a non-transferable – and as far as necessary for performance of the EULA – sublicensable license to use End User Data for the duration of the EULA, insofar this is required for the provision of the Software. In addition, End User provides GripMatix with an unlimited and irrevocable right to use End User Data to perform analysis and to use and share the statistical results of these analyses at an aggregated level with third parties for its own purposes.



## **Article 10. Confidentiality**

- 10.1. The Parties will treat as confidential the information they provide to each other before, during or after the performance of the EULA if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. The Parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the EULA. These provisions continue to apply after the EULA ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.
- 10.2. Each Party will use the same degree of care in protecting the confidential information of the disclosing Party as it uses in protecting its own confidential information, but in no event less than reasonable care.
- 10.3. This article 10 will not apply to any information which:
  - a. is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in breach of the EULA;
  - b. was within the receiving Party's possession prior to its disclosure to it by or on behalf of the disclosing Party;
  - c. becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party not under obligation to keep such information confidential; or
  - d. is developed independently by the receiving Party.
- 10.4. In the event that a receiving Party becomes legally compelled to disclose any confidential information provided pursuant to the EULA, such receiving Party will provide the disclosing Party with prompt written notice so that such disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the EULA. Any confidential information provided hereunder will remain the exclusive property of the disclosing Party.
- 10.5. Promptly after the expiration or termination of the EULA for any reason, each receiving Party will deliver to each disclosing Party all originals and copies of any material in any form containing or representing the confidential information in its possession or will destroy the same at the request of the disclosing Party relative to such confidential information.



## **Article 11. Term and termination**

- 11.1. As part of a subscription based license, this EULA shall remain in force for twelve (12) months and it shall be tacitly renewed for periods of an identical duration. Each Party may terminate the EULA by giving one (1) month's prior notice by the end of the period.
- 11.2. Either Party may immediately terminate the EULA by written notice to other Party, without the requirement for notice of default or judicial intervention:
  - a. if the other Party has been granted suspension of payments, whether provisionally or not;
  - b. if the other Party is declared bankrupt; or
  - c. if the other Party's company is dissolved or terminated.
- 11.3. Without prejudice to any other rights and remedies hereunder, GripMatix shall be entitled to terminate the EULA if End User commits a breach of any of its obligations under this EULA and such breach is irremediable or – if such breach is remediable – End User fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 11.4. The termination of this EULA shall not relieve either Party of the obligation to pay any fees accrued or payable to the other Party prior to the effective date of termination.

## **Article 12. Changes to the EULA**

- 12.1. GripMatix reserves the right to change or supplement the EULA at any time, if and insofar the amendment is necessary because of (changing) laws and regulations or if it concerns a change of minor importance or in the situation that GripMatix implements a change which must be implemented. In these events, End User is not entitled to terminate the EULA. In all other respects, variations to the EULA shall only be effective if it has been agreed in writing and signed by both Parties.
- 12.2. If any provision, or part of a provision, of the EULA is found by any court or authority of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision or part-provision shall be deemed not to form part of the EULA, and the legality, validity or enforceability of the remainder of the provisions of the EULA shall not be affected, unless otherwise required by operation of applicable law. The Parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the EULA which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.



### **Article 13. Miscellaneous**

- 13.1. This EULA is governed by and construed in accordance with the laws of the Netherlands.
- 13.2. All disputes arising from the EULA between the Parties shall be submitted to the competent court for the district in which GripMatix is established.
- 13.3. GripMatix will be authorised, at any time, to assign, novate or otherwise transfer the EULA and all its rights and obligations arising therefrom to a third party that acquires the business operations to which the EULA is subject, without the need for End User prior consent. This includes the acquisition of the EULA by GripMatix.

### **Notice Statement**

OpenAI and ChatGPT are trademarks of OpenAI, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries.

The use of OpenAI services are bound to the terms of use published on the website of OpenAI <https://openai.com/terms/>. GripMatix highly recommend you to make sure you have read these terms of use and understand them before using OpenAI services.

### **Contact Information**

If you have any questions about this Agreement, please contact us at [info@gripmatix.com](mailto:info@gripmatix.com).



## Annex 1 – Support and Maintenance Terms and Conditions

GripMatix will provide Technical Support in accordance with the following conditions (“Support Terms”). The support terms are part of the agreement.

### Terminology

**i. Product update**

Means a set of the Software in which substantial new functionalities or other substantial changes are introduced, example: 1.0.18030.0 > 2.0.18050.0

**ii. Feature update**

Means a set of the Software in which in addition to possible corrections of detected shortcomings, small functional enhancements have been included, example:  
1.0.18030.0 > 1.1.18050.0

**iii. Quality update**

Means a set of the Software in which detected shortcomings are being fixed, example:  
1.0.18030.0 > 1.0.18050.0

**iv. Support**

Means:

- a) the provision of generally available Feature updates and Quality updates and the related Documentation;
- b) assistance by e-mail and/or online support portal, including:
  - clarification of functions and features of the Software;
  - clarification of the documentation;
  - guidance in the implementation of the Software;
  - error verification, analysis and reasonable correction efforts by e-mail.

**v. Response time**

Means the time within we will respond to your support requests made by e-mail and/or online support portal.



## Provision of Support

### i. **Availability**

Support requests can be made by e-mail and/or by creating a support ticket in our online support portal at gripmatix.com. Our response time is targeted within 24 hours.

### ii. **Language**

Support is available in English and Dutch.

### iii. **Product Lifecycle and support**

The Software will be supported according to the following product lifecycle:

- a) Software will only be supported provided that End User makes use of the last Software release with the corresponding feature and quality updates of a Software release.

### iv. **Responsibilities of Licensee**

Provision of Support to End User is subject to the following:

- a) End User will adopt and utilize all feature and quality updates and enhancements offered to End User previously and adhere to the Support service policy statements that might be released from time to time;
- b) End User will provide supervision, control and management of the use of the Software. In addition, End User will implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software;
- c) End User will document and promptly report all detected errors or malfunctions of the Software to GripMatix. End User will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from GripMatix;
- d) End User will maintain a current backup copy of all programs and data;
- e) End User will properly train its personnel in the use and application of the Software.



## **Annex 2 – Product lifecycle policy**

From time to time GripMatix releases new Software versions that contain Product, Feature or Quality updates. GripMatix only supports and maintains the latest version of the Software. This means that once a new Software version is released, the previous version(s) become End of Life (EoL). To ensure the End User continue to benefit from support and the latest fixes, feature additions and platform support, GripMatix strongly recommends to upgrade to the latest Software versions. Platform support for a specific Software version is mentioned in the release notes included with the Software version.

When purchasing a subscription based license, the End User is entitled to use the latest Software version.