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If you have concluded a COPA-DATA agreement for premium support services, the terms and conditions of the premium support agreement take precedence.

The COPA-DATA service technicians will make every effort, as long as economically justifiable for the desired goal, to solve the problem that is occurring. There is no legal claim to a solution to the problem occurring unless this claim is covered by a warranty granted. Any additional software code provided as part of the support services is considered a part of the Software Product and is subject to the terms and conditions of this Agreement.

All support services provided by COPA-DATA under this Agreement are subject to the relevant terms and conditions contained in analysis programs or documentation (e.g. <https://onlinehelp.copadata.com>), whether made available in "online" format or through other media.

You acknowledge and consent to COPA-DATA being entitled to use all technical data that you provide to COPA-DATA as part of the support services for commercial purposes, including

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The Microsoft SQL Server Standard licenses provided with COPA-DATA Software Products may be used only in combination with COPA-DATA Software Products.

The exact Microsoft SQL Server license terms can be found in the following document in the root directory of ISO or the installation folder: EULA_Microsoft_SQL_Server_2022_EN.rtf

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This Agreement does not apply to open source components included in the Software. For the license conditions for such components, refer to the product documentation in the section Open Source Software.

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12. COMPLETE AGREEMENT

This Agreement (including all adjustments and additions to this Agreement that are included with the Software Product) constitutes the complete agreement between you and COPA-DATA in relation to the Software Product and (if provided) the support services. It supersedes all previous or contemporaneous oral or written agreements, proposals, and assurances in relation to the Software Product or any other item of this Agreement. Insofar as individual terms and conditions of a COPA-DATA guideline or a COPA-DATA support services program contradict the terms and conditions of this Agreement, the terms and conditions of this Agreement take precedence, whereas in the event of deviations, individual contracts shall have priority.

In the event that any of the above conditions are invalid, the unaffected part of this Agreement shall remain valid.

13. APPLICABLE LAW AND JURISDICTION

Unless otherwise agreed, Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and principles on conflicts of law in international contracts. The place of jurisdiction is Salzburg, Austria.

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