

Code Compare End-User License Agreement

END-USER LICENSE AGREEMENT
FOR Code Compare SOFTWARE PRODUCT
Copyright 2019 Devart Ltd.

IMPORTANT- READ CAREFULLY: This DEVART End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a legal entity), and DEVART for software, components, source code, documentation, demos, or other materials ("SOFTWARE PRODUCT") contained in this distribution.

By purchasing installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree (a) that you have read this EULA (b) that you understand it (c) that you agree to be bound by the terms of this EULA. If you do not agree to any part of the terms of this EULA, DO NOT INSTALL, COPY, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE PRODUCT.

THE SOFTWARE PRODUCT IS LICENSED, NOT SOLD.

1. GRANT OF LICENSE

Subject to your continuous compliance with this EULA and payment of the applicable license fees, DEVART grants you a non-exclusive and limited license to install and use the SOFTWARE PRODUCT (a) during the term of such license ("License Term"), (b) within the scope of the License Type described in Section 2, (c) on the permitted number of computers, (d) in a manner consistent with the terms of this EULA. Unless otherwise defined in this EULA or at the time of purchase, License Term shall be perpetual.

2. LICENSE TYPES

2.1 FREE LICENSE

You may install and use any number of copies of the SOFTWARE PRODUCT. The SOFTWARE PRODUCT registered under the FREE LICENSE has limited set of features. This license is granted you free of charge.

2.2 PROFESSIONAL LICENSE

PROFESSIONAL LICENSE is granted you upon the payment of the applicable license fee unless explicitly stated otherwise by DEVART. If you represent a legal entity, you must acquire a license for each End User within your organization from DEVART or its authorized resellers.

You may purchase a single-user or multi-user license. If you buy multiple licenses with one order you get multi-user license. Whether a license is a single-user license or a multi-user license, it has a single license key and must be renewed (see Section 3) or transferred (see Section 8) as a unit.

You may install and use TWO copies of the SOFTWARE PRODUCT per person. The SOFTWARE PRODUCT registered under the PROFESSIONAL LICENSE has no limitations of features.

2.3 EVALUATION (TRIAL) USE LICENSE

You may install and use any number of copies of the SOFTWARE PRODUCT for evaluation purposes only, for a period of 30 calendar days from the date of installation ("Evaluation Period"). Upon expiration of the Evaluation Period you have the following options:

- (a) Purchase PROFESSIONAL LICENSE to continue using SOFTWARE PRODUCT without limitation of its features.
- (b) Continue using the SOFTWARE PRODUCT under the terms of the FREE LICENSE.
- (c) Uninstall the SOFTWARE PRODUCT both from all computers and destroy all copies.

3. TWELVE (12) MONTH SUBSCRIPTION AND UPDATES

DEVART licenses the SOFTWARE PRODUCT on a SUBSCRIPTION basis. A SUBSCRIPTION lasts for a 12 month ("Subscription Term") period from the date of purchase. During the Subscription Term and upon payment of all applicable subscription fees, you will be eligible to receive all major and minor updates for the SOFTWARE PRODUCT during this 12 month period. Upon expiration of a Subscription Term (12 months, plus 1 day after original purchase date), you can optionally renew the SOFTWARE PRODUCT SUBSCRIPTION for an additional 12 month period (and each subsequent year thereafter) in order to continue receiving major and minor updates of the SOFTWARE PRODUCT from DEVART.

4. TECHNICAL SUPPORT

You may request from DEVART technical assistance with using the SOFTWARE PRODUCT over email, public forums, or other available channels. DEVART shall use its reasonable endeavours to answer queries raised, but does not guarantee that your queries or problems will be fixed or solved. If the SUBSCRIPTION of your license has expired or you have only FREE LIMITED LICENSE DEVART reserves right to decline your technical support query.

5. COPYRIGHT AND INTELLECTUAL PROPERTY OWNERSHIP

All title and copyrights for and to the SOFTWARE PRODUCT, including but not limited to any copywritten images, demos, source code, intermediate files, packages, animations, video, audio and text incorporated into the SOFTWARE PRODUCT, the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are the intellectual property of and are owned by DEVART.

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS FOR THE SOFTWARE PRODUCT YOU ARE NOT EXPRESSLY GRANTED HEREIN, ARE RESERVED BY DEVART.

The structure, organization, and source code of the SOFTWARE PRODUCT are the valuable trade secrets and confidential information of DEVART and you must keep it strictly confidential and not disclose it to any third party.

The SOFTWARE PRODUCT is protected by the applicable and international laws, including but not limited to the international copyright treaties.

You are entitled to use the SOFTWARE PRODUCT only in the manner stipulated in this EULA, in compliance with all applicable laws of the jurisdiction where you use the SOFTWARE PRODUCT and International Treaties, including, but not limited to, restrictions concerning privacy, copyright, and other intellectual property rights.

You shall make best endeavors to protect the intellectual property rights for the SOFTWARE PRODUCT that are not to be less as stipulated in the provisions of the applicable law and International Treaties whichever operates to best protect the interests of DEVART.

5.1 LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY

You may not reverse engineer, decompile, create derivative works or disassemble the SOFTWARE PRODUCT. If the SOFTWARE PRODUCT is purchased by you with the intent to reverse engineer, decompile, create derivative works, or the exploitation and unauthorized transfer of any DEVART intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist and any products created as a result shall be judged illegal by definition. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local and international law.

6. PRIVACY POLICY

The SOFTWARE PRODUCT checks for updates on the Devart server, sends information about the installed version of the SOFTWARE PRODUCT, the version of the development environment, as well as the generated installation ID.

Devart does not implicitly send personal information to its servers or collect any non-personalized statistical information about the user. When an unprocessed error occurs, an Error Report is generated, and the user is offered an email with the full text of the error report to be sent, as well as information about the machine and operating system parameters. The user has the right to edit the error report in accordance with the corporate rules or not to send it at all. The Error Report attachment may contain application log files, but Devart never transfers either comparable files, code fragments or any user personal files to its servers.

7. REDISTRIBUTION

You may NOT redistribute the SOFTWARE PRODUCT unless you are explicitly authorized by DEVART as a reseller.

Authorized resellers may redistribute the SOFTWARE PRODUCT only in the form of the original distribution package.

8. RENTAL

You may not rent, lease, or lend the SOFTWARE PRODUCT.

9. TRANSFER

You may NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or legal entity without prior written approval from DEVART.

10. PRODUCTS DISCONTINUANCE

DEVART reserves the right to discontinue the SOFTWARE PRODUCT, whether offered as a standalone product or solely as a component, at any time. However, DEVART is obligated to provide support for a period of ONE (1) year after the date of discontinuance.

11. DISCLAIMER OF WARRANTY

DEVART EXPRESSLY DISCLAIMS ANY WARRANTY FOR SOFTWARE PRODUCT. THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DEVART DOES NOT GUARANTEE THAT SOFTWARE PRODUCT WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. DEVART DOES NOT GUARANTEE THAT THE SOFTWARE PRODUCT IS ERROR-FREE. DEVART DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE PRODUCT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEVART SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

12. LIMITATION OF LIABILITY

12.1 APPLICATION

THIS SECTION 12 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO ALL LICENSE TYPES UNDER THIS EULA (INCLUDING PERPETUAL, SUBSCRIPTION-BASED, EVALUATION, FREE AND NON-COMMERCIAL LICENSES), AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY (INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE), WHETHER OR NOT DEVART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.2 EXCLUDED LOSSES

IN NO EVENT SHALL DEVART OR ITS AFFILIATES, LICENSORS, SUPPLIERS OR PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY (A) LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) LOSS OR CORRUPTION OF SOFTWARE OR DATA; OR (C) LOSS OF USE OF HARDWARE, SOFTWARE OR DATA, IN EACH CASE WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THE EULA OR THE SOFTWARE PRODUCT.

12.3 LIABILITY CAP

DEVART'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE EULA OR THE SOFTWARE PRODUCT SHALL NOT EXCEED:

(A) WHERE THE SOFTWARE PRODUCT GIVING RISE TO THE CLAIM IS LICENSED ON A SUBSCRIPTION BASIS — THE FEES PAID OR PAYABLE BY YOU TO DEVART FOR THAT SOFTWARE PRODUCT IN RESPECT OF THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (CALCULATED PRO RATA WHERE ANY FEES COVER A LONGER PERIOD);

(B) WHERE THE SOFTWARE PRODUCT GIVING RISE TO THE CLAIM IS LICENSED ON A PERPETUAL BASIS — THE LICENSE FEE ACTUALLY PAID BY YOU TO DEVART FOR THE LICENSE SEAT(S) GIVING RISE TO THE CLAIM;

(C) WHERE THE SOFTWARE PRODUCT GIVING RISE TO THE CLAIM IS USED UNDER AN EVALUATION (TRIAL), FREE OR NON-COMMERCIAL LICENSE, OR WHERE NO FEES HAVE BEEN PAID — ONE HUNDRED US DOLLARS (USD 100).

THE LIMBS IN (A)-(C) ARE ALTERNATIVE, NOT CUMULATIVE; THE APPLICABLE LIMB IS DETERMINED BY THE LICENSE TYPE UNDER WHICH THE SOFTWARE PRODUCT WAS USED AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM.

12.4 EXCEPTIONS

NOTHING IN THE EULA EXCLUDES OR LIMITS LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES; IN THOSE JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. TERMINATION

Without prejudice to any other rights or remedies, DEVART will terminate this EULA upon your failure to comply with the terms and conditions of this EULA. In such events, you must delete all copies of the SOFTWARE PRODUCT and all of its component parts including any related documentation and must remove ANY and ALL use of DEVART intellectual property from any applications distributed by you, whether in native, altered or compiled states.

Anyway, if EULA is terminated, all fees you paid for the SOFTWARE PRODUCT shall not be refunded.

14. GENERAL PROVISIONS

14.1 Governing law

This EULA shall be interpreted in accordance with the laws of the country of purchase of the SOFTWARE PRODUCT and International Laws, whichever operates to best protect the interests of DEVART.

14.2 Severability

If any provision or part of any provision in this EULA is found to be illegal, invalid or unenforceable for any reason then this EULA will be effective entirely without the mentioned provision.

14.3 Dispute resolution

Any dispute arising out of or relating to this EULA shall be resolved through negotiations. If the matter is not resolved by negotiations within 30 days, the dispute may be submitted to the corresponding court of the applicable law.

15. THIRD PARTY PROGRAMS

The SOFTWARE PRODUCT may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses and distributed, embedded or bundled with the SOFTWARE PRODUCT or recommended in connection with its installation and use. This License Agreement does not alter any rights or obligations you may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.