

END-USER LICENSE AGREEMENT

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BEFORE USING A SOFTWARE PRODUCT, WE STRONGLY ADVISE AND ASK YOU TO READ CAREFULLY THIS END-USER LICENSE AGREEMENT.

This End-User License Agreement (hereinafter referred to as "EULA") is a legal agreement between either an individual or a legal entity (hereinafter referred to as "you" or "primary USER"), and DEVART LTD. ("Devart", or "We", "Our", or "Us") for the software, components, source code, documentation, demos, or other materials related to dbForge product line, in the form of software, add-ins, documentation and other materials (hereinafter referred to as "SOFTWARE PRODUCT") contained in this distribution.

By purchasing the license, installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree: (a) that you have read this EULA; (b) that you understand all its terms and provisions; (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, non-sublicensed, non-transferable and limited license to install and use the SOFTWARE PRODUCT: (a) during the term of such license, (b) within the scope of the License Type described in Section 2, (c) on the permitted number of computers, (d) in a manner specified in the terms of this EULA.

2. LICENSE TYPES

2.1 Full license (Perpetual license)

Any SOFTWARE PRODUCT is available on a "per-user" basis. You may install, activate, operate, and use the SOFTWARE PRODUCT on ONE (1) computer per license purchased by you. Nevertheless, for the exclusive use, the primary USER of the first copy of the SOFTWARE PRODUCT for each license may also install, activate, operate, and use an additional copy of the SOFTWARE PRODUCT on a second computer, portable device or laptop. While making an order in frames of the current EULA, you can purchase the number of licenses you require.

You may use the remote access and virtualization technologies, telnet and similar protocols and/or tools to access and use your licensed copy of the SOFTWARE PRODUCT, provided that only the primary USER of the device hosting the remote desktop session accesses and uses the SOFTWARE PRODUCT with a remote access device. These remote desktop rights do not permit you to use the SOFTWARE PRODUCT on both the device hosting the remote desktop session and the access device at the same time.

2.2 Evaluation (trial) use license

For the evaluation purposes only, you may install and use ONE copy of the SOFTWARE PRODUCT for a period from up to 14 or 30 calendar days from the date of installation (hereinafter referred to as "Evaluation Period"). The Evaluation Period may be extended by a written agreement between you and DEVART.

Upon expiration of the Evaluation Period, you have the following options:

- (a) Purchase a LICENSE to continue using the SOFTWARE PRODUCT.
- (b) Uninstall the SOFTWARE PRODUCT from your computer and delete all its copies, or use the EXPRESS edition instead.

You have the right to use the SOFTWARE PRODUCT for purposes related to your commercial activities during the Evaluation Period.

2.3 Free license

If you download the SOFTWARE PRODUCT that is distributed free of charge, you may install and use the SOFTWARE PRODUCT on an unlimited number of computers.

You have the right to use the SOFTWARE PRODUCT for purposes related to your commercial activities while using the free express version of the SOFTWARE PRODUCT.

You may redistribute the free express version of the SOFTWARE PRODUCT only in the form of the original distribution package.

2.4 Non-commercial license

The SOFTWARE granted under the Non-Commercial License may not be used for commercial purposes.

Non-commercial use means not primarily intended for or directed towards commercial advantage or monetary compensation.

Representatives of non-profit organizations, educational and medical establishments, including but not limited to registered non-profit organizations, charitable organizations, research institutes, museums, libraries, churches, can qualify for the Non-Commercial licenses.

2.5 Subscription-based license

DEVART will grant you a non-assignable and non-exclusive right to install, activate, operate, access, and use the SOFTWARE PRODUCT in accordance with the terms and conditions set out in this EULA. The SOFTWARE PRODUCT licensed in this way will be accessible for use only during the subscription term specified at purchase.

Once the subscription term is over, you will be able to either stop using the SOFTWARE PRODUCT or renew the license for a new subscription term. While making an order in frames of the current EULA, you can purchase the number of licenses you require and choose the subscription term for which you want to purchase these licenses.

3. SUBSCRIPTION

DEVART licenses the SOFTWARE PRODUCTS purchased under a full (perpetual) license on a SUBSCRIPTION basis. A PERPETUAL license allows you to use the specific software product version without an active subscription. A SUBSCRIPTION lasts for a determined period, which depends on your order and the type of the SOFTWARE PRODUCT (hereinafter referred to as "SUBSCRIPTION TERM"). A SUBSCRIPTION includes a PERPETUAL license for the SOFTWARE VERSION and regular software updates, new functionality, and support for new servers provided during the SUBSCRIPTION TERM.

The initial date of the SUBSCRIPTION TERM is the date of purchase. The period during which you intend to use the SOFTWARE PRODUCT is the SUBSCRIPTION TERM that varies from 12 months to 3 years. Upon expiration of the SUBSCRIPTION TERM, plus 1 day after the date of expiration of the SUBSCRIPTION TERM, you can optionally renew the SOFTWARE PRODUCT SUBSCRIPTION for an additional period (and each SUBSCRIPTION TERM thereafter). Otherwise, you will not be able to receive software updates, new functionality, and support for new servers.

The renewal price for the SOFTWARE PRODUCT SUBSCRIPTION increases by 20% if 3 or more months pass after the expiration of the SUBSCRIPTION TERM. The renewal price for the SOFTWARE PRODUCT SUBSCRIPTION increases by 60% if 12 or more months pass after the expiration of the SUBSCRIPTION TERM.

4. UPDATES

Upon the SUBSCRIPTION and the activation of the SOFTWARE PRODUCT, you shall be provided with the ability to use the SOFTWARE PRODUCT and with the ability to receive major and minor updates of the SOFTWARE PRODUCT.

5. SOFTWARE PRODUCT ACTIVATION AND ACTIVATION KEYS

For the use of the SOFTWARE PRODUCT, you must complete the activation process of the SOFTWARE PRODUCT.

You acknowledge that a security code for the SOFTWARE PRODUCT activation which is owned and controlled by DEVART (hereinafter referred to as "ACTIVATION KEYS") is required to provide the proper operating of the SOFTWARE PRODUCT on your computer. Only DEVART has the right to generate the ACTIVATION KEYS.

Upon the SOFTWARE PRODUCT is purchased or upon any authorized transfer of the SOFTWARE PRODUCT, DEVART shall promptly provide you with all the necessary ACTIVATION KEYS.

You are obligated not to attempt to crack, alter or otherwise derive the ACTIVATION KEYS.

You have no right to distribute, publish, publicly display or otherwise disseminate the SOFTWARE PRODUCT ACTIVATION KEYS to any other persons, organizations, entities, newsgroups, locations, and/or sites whatsoever.

To unlock, access, activate, and use the SOFTWARE PRODUCT, you may use exclusively the ACTIVATION KEYS purchased from a reseller, where it is required, and provided by DEVART or purchased directly from DEVART. The use of otherwise obtained ACTIVATION KEYS constitutes a violation of this EULA and may result in termination of this, and any other, license agreement(s) with DEVART.

6. DELIVERY AND PAYMENT TERMS

Any SOFTWARE PRODUCT is to be delivered to you via electronic delivery using a secure internet download website. The license is deemed to be provided by DEVART at the moment when the SOFTWARE PRODUCT is made available for download by DEVART.

If you intend to use the SOFTWARE PRODUCT, you are obliged to pay the license fee. Upon the license fee payment is made in full, you will acquire ACTIVATION KEYS for the possibility to use the SOFTWARE PRODUCT.

You confirm and agree that all payments may be conducted with the assistance of third parties - payment system or/and may be conducted in favor of the reseller. You may pay for the SOFTWARE PRODUCT using the payment button placed on the DEVART`s Website.

You acknowledge and agree that DEVART may change the license fee at any time and without prior notice.

You must solely pay all the taxes in accordance with the applicable law while purchasing the license.

7. TECHNICAL SUPPORT

While using the SOFTWARE PRODUCT, you may request from DEVART technical assistance with the SOFTWARE PRODUCT and consultation regarding technical and other issues over email, public forums or other available channels. Technical assistance may include problem determinations and reasonable problem resolution.

DEVART defines 3 levels of technical support. PREMIUM SUPPORT is granted to customers with ACTIVE PREMIUM SUBSCRIPTION and users who EVALUATE TRIAL VERSIONS. The standard response time is 3 hours during working hours of the Support Team (9:00 AM till 6:00 PM, Monday to Friday). The standard response time for users with ACTIVE SUBSCRIPTION is 48 hours during working hours of the Support Team (9:00 AM till 6:00 PM, Monday to Friday). DEVART does not guarantee to respond to requests sent to the Support Team by FREE users and users with EXPIRED SUBSCRIPTION. These users can refer to the Documentation Center on the DEVART website and Community forum.

DEVART shall use its reasonable endeavors to provide you with a high quality and timely support, but does not guarantee that your queries or problems will be fixed or solved. If the SUBSCRIPTION PERIOD of your license has expired, DEVART reserves the right to decline your technical support query.

8. 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.

8.1 Limitations on reverse engineering, decompilation, and disassemblation

You must neither reverse engineer, adapt, modify, translate, decompile, create derivative works, disassemble, decrypt nor commit other illegal actions to the source code, basic ideas, algorithms, file formats of the SOFTWARE PRODUCT. You must not remove any proprietary notices, labels, trademarks or other identifying marks on the SOFTWARE PRODUCT.

For every individual breach of the DEVART intellectual property rights and disclosure of confidential information, including, but not limited to, the attempt to adapt, modify, translate, decompile, create derivative works, disassemble, decrypt or attempt to commit other illegal actions to the source code, basic ideas, algorithms, file formats of the SOFTWARE PRODUCT or the attempt to remove any proprietary notices, labels, trademarks or other identifying marks on the SOFTWARE PRODUCT, you must indemnify damages in an amount of fifty-thousand United States dollars (\$50,000.00) and compensate all direct and indirect damages to DEVART.

If you purchase the SOFTWARE PRODUCT with the intent to reverse engineer, decompile, create derivative works, or the exploitation and unauthorized transfer of any 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 the intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local and international laws.

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You are NOT entitled to 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.

10. PROHIBITION TO TRANSFER THE SOFTWARE PRODUCT

You are not entitled to sell and/or resell, lease, lend, transmit or provide access to the SOFTWARE PRODUCT to any third party, or otherwise transfer permanently or temporarily the SOFTWARE PRODUCT and/or an additional copy of the SOFTWARE PRODUCT. You are also not entitled to transfer permanently or temporarily ANY rights obtained under this EULA to any individual or legal entity without a prior written permission from DEVART. Moreover, you warrant that you make your best endeavors to eliminate the unauthorized third parties' use of the SOFTWARE PRODUCT.

11. RIGHT TO DISCONTINUE

DEVART reserves the right to discontinue the SOFTWARE PRODUCT, whether offered as a standalone product or solely as a component, at any time and at its sole discretion. However, DEVART will make best endeavors to provide support for a period of ONE (1) year after the date of discontinuance.

12. 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.

13. LIMITATION OF LIABILITY

13.1 APPLICATION

THIS SECTION 13 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.

13.2 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.

13.3 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.

13.4 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.

14. 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.

15. CHANGES

From time to time, DEVART may change the terms and provisions of the EULA. When these changes are made, DEVART will make a new copy of the EULA available at its website and a link to it at the product download page.

You understand and agree that if you use the SOFTWARE PRODUCT after the date on which the EULA has been changed, DEVART will treat your use as acceptance of the updated EULA.

You agree that DEVART may provide you with notices, including those regarding changes to the EULA, by email.

16. GENERAL PROVISIONS

16.1. 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.

16.2. 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.

16.3. 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.

17. PRIVACY POLICY

17.1. Type of data that may be collected, processed, and used during your use of the SOFTWARE PRODUCT.

The information DEVART collects by analyzing your activity and use of the SOFTWARE PRODUCT is non-personalized, statistical information, which is necessary for the improvement of the SOFTWARE PRODUCT. DEVART uses this information and also Product Usage data solely for the purpose specified in this EULA. Such type of information includes any relevant information and is not limited to information about the way you use the SOFTWARE PRODUCT, the time of using the SOFTWARE PRODUCT, the use of functionality, error messages, etc.

For the proper conduction of the transaction when purchasing a license, the Personal data of an individual can be collected by resellers or payment systems. DEVART does not obtain or otherwise acquire Personal data of the individual. Personal data is processed in accordance with the Privacy Policy of the appropriate resellers or payment systems.

17.2. How and wherefore does DEVART use information?

DEVART uses your product usage and non-personalized data for direct marketing, customizing marketing notice and analytic purposes, for the purpose of improving your experience of using the SOFTWARE PRODUCT and to improve and develop the SOFTWARE PRODUCT and its functionality, as well as to improve other DEVART`s SOFTWARE PRODUCTS.

After the SOFTWARE PRODUCT is deleted, DEVART may continue to process your non-personalized data in accordance with the purposes defined in this EULA.

The processing of data includes any actions related to its collection, registration, accumulation, storage, adaptation, modification, update, use, disassembly, destruction.

17.3. How do we protect information?

DEVART tries to use all advanced security practices and, whenever it is possible, keep them up to date, but DEVART does not guarantee that the security methods and procedures work without any errors.

DEVART does not sell, gift, or otherwise transfer your non-personalized data to any third parties.

17.4. Consent for Personal data processing

By starting to use the SOFTWARE PRODUCT, you automatically confirm that you understand your rights concerning your data, that you have been notified about the purpose, methods, and conditions of your data processing. You consent that DEVART may gather such non-personalized data and agree not to block, electronically or otherwise, the transmission of such data.

18. 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.