Redgate Master Perpetual EULA

Unless expressly agreed otherwise in writing by the parties, any use of Our software (other than subscription software, which is subject to Our Subscription EULA) is subject to the terms of this end user license agreement ("**Agreement**"). Please read the full Agreement carefully.

You confirm that You accept and agree to be legally bound by all terms and conditions of this Agreement by placing an order and/or downloading and/or installing and/or using the Licensed Software. If You do not accept these terms, do not download, install or use the Licensed Software. Where an individual downloads and/or installs the Licensed Software for business use, such individual represents that they have the authority to agree to the terms of this Agreement on behalf of their employer.

IMPORTANT NOTICE:

This Agreement and Your Redgate quote shall prevail over Your standard terms and conditions (if any) attached to, enclosed with, or referred to in, Your purchase order or order confirmation.

TERMS AND CONDITIONS

1 LICENSE

1.1 **Evaluation License.** You are entitled to a free trial of any Licensed Software (other than Freeware) for the purposes of deciding whether or not the applicable Licensed Software meets Your requirements ("**Evaluation Period**"). During each Evaluation Period the terms in Schedule 1 will apply.

1.2 **Perpetual License.** We grant You in perpetuity a limited, personal, non-exclusive, and non-transferable license to use the Licensed Software, subject to any applicable Product Specific Terms. Use of any Preview Software may be time limited and shall only be used for evaluation.

1.3 The rights under this Agreement are personal to You. You may not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or Licensed Software or hold this Agreement on trust for any other person. You shall ensure that Your employees comply with the terms of this Agreement, and You agree to be responsible for the acts and omissions of Your employees with respect to the use of the Licensed Software.

1.4 Except as stated in this Agreement, You have no right to use, copy, publish, display, distribute in whole or in part, modify or translate the Licensed Software or any part thereof. You may only decompile, reverse engineer, or disassemble the object code of the Licensed Software either in whole or in part, as expressly permitted by any intellectual property law.

1.5 You shall not use the Licensed Software to develop or license a product that is substantially similar to or competitive with Our software.

1.6 **Third Party Files.** The Licensed Software may contain or be provided with Third Party Files, which are subject to their own separate license terms. We shall not be liable under this Agreement for Your access and use of such Third Party Files. Your use of any Third Party Files is subject to Your compliance with the applicable license terms.

2 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

2.1 You acknowledge that: (a) the Licensed Software is licensed and not sold, and all Intellectual Property Rights in or relating to the Licensed Software are owned by or licensed to Us; (b) except as expressly granted under the Agreement, You have no rights in the Licensed Software; and (c) We shall have the right to use Your name and/or logo on customer lists on Our website and in other marketing material.

2.2 You hereby agree to refrain from any action which would diminish Our Intellectual Property Rights in or relating to any Licensed Software or which would call those rights into question.

2.3 You agree not to delete, remove or alter any trade marks, logos, copyright notices or similar proprietary notices or marks of Ours or Our licensors, including without limitation any electronic watermarks or other identifiers that may be incorporated in the Licensed Software. All representations of Our name or logo must remain as originally distributed.

3 PAYMENT

3.1 Fees shall be paid by You in full, and any levies, duties and/or taxes imposed on You in Your jurisdiction (including, but not limited to, value added tax, sales tax, use tax and withholding tax), shall be borne solely by You. You may not deduct any amounts from the Fees.

3.2 License Fees shall be paid by You on the payment due date set out in the Redgate invoice issued to You.

3.3 The Support Fees shall be due on the applicable anniversary of the Support Package renewal date and shall be paid by You on the payment due date on the Redgate invoice issued to You.

3.4 We reserve the right to charge interest of 2% above Bank of England base rate in force from time to time, on any late payments due under this Agreement until such amount is paid.

3.5 Where You have obtained any Licensed Software through a Channel Partner, the terms You have agreed with such Channel Partner solely in relation to payment and invoicing will apply instead of this clause 3, all other terms of this Agreement shall apply to You and will remain in full force and effect.

3.6 Where You have chosen to pay Us using Recurring Billing the additional terms set out in Schedule 3 shall apply.

4 CONFIDENTIALITY AND FEEDBACK

4.1 The structure, organization, and source code of the Licensed Software, and any information related thereto in any documentation are proprietary confidential information of Ours and Our licensors, together with the terms of this Agreement and any pricing information contained in Your Redgate quote. You agree not to provide or disclose any such proprietary confidential information of Ours (including relating to or derived from the Licensed Software) to any third party.

4.2 The provisions within clause 4.1 will not apply to the extent that:

4.2.1 such information is in the receiving party's possession free from any restriction as to its use or disclosure; or

4.2.2 the receiving party can demonstrate that such information is in the public domain (other than as a result of an unauthorized disclosure).

4.3 Regardless of clause 4.1, You are permitted to disclose Our proprietary confidential information which You are required to disclose by law provided that prior to such disclosure You have: (a) (i) given Us reasonable written notice of such proposed disclosure,(b) agreed with Us the content of the disclosure, provided that it shall not limit the disclosure in a manner which would prevent You from complying with a statutory or regulatory obligation or court order; and (c) You take all steps to ensure that the recipient agrees to maintain the confidentiality of the information.

4.4 If You provide any ideas, suggestions or other input to Redgate relating to any Redgate products including Preview Software ("**Feedback**"), Redgate may use such Feedback at its sole discretion including in the development and licensing of its products, without an obligations or restrictions.

5 WARRANTY AND SUPPORT

5.1 Other than as provided in clause 10.10.2(i), We warrant to You that:

5.1.1 We own the Intellectual Property Rights in the Licensed Software and/or have the right to grant a license to You;

5.1.2 in creating the Licensed Software, We have not knowingly infringed the intellectual property rights of third parties; and

5.1.3 for a period of 90 days from the first installation of the Licensed Software (or, if applicable,90 days from the end of the Evaluation Period if You continue to use the Licensed Software) the Licensed Software shall operate substantially in accordance with its description. However, You acknowledge that the Licensed Software is of such a complexity that there may be inherent defects and that therefore We can give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted.

5.2 Other than as provided for in clauses 5.1 and 10.10.2(i), We do not offer any warranty related to the Licensed Software and/or the Support Package, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality, save for any non-excludable rights and remedies You may have under law. The Licensed Software has been developed as a standard product for use by a wide variety of users and so We are unable to warrant that the Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for Your intended purposes and to facilitate investigation into such suitability, We offer a free Evaluation Period.

5.3 Regardless of clause 5.1, any Core Edition Software, Preview Software and Freeware are provided "AS IS" with no representation, guarantee or warranty of any kind as to their functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded, and the provisions of clauses 5.1, 5.4 and 9.2 shall not apply

to the Core Edition Software, Preview Software and Freeware. Further Redgate is under no obligation to release Preview Software as part of the Licensed Software or any other software.

5.4 **Support**. You may purchase a Support Package with certain of the Licensed Software, and when purchased, provision of the Support Package shall be subject to the terms of this Agreement. In relation to and without prejudice to the generality of clause 5.2 above, We provide support to Our users on Support Packages via Our website and user forums. You accept that, although We will use reasonable efforts to solve problems identified by purchasers of the Support Package, the nature of software is such that no guarantee can be provided that any particular problem will be solved. You accept that, where a particular problem requires an update to the Licensed Software, the scheduling of any new releases and the functionality those releases contain shall be under Our sole control. If You have not purchased a Support Package, You will not be entitled to any support including, updates, upgrades or new releases for the Licensed Software.

6 LIMITATION AND EXCLUSION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude either party's liability for: (a) personal injury or death resulting from negligence; (b) fraud; or (c) any other matter for which liability cannot be excluded by law.

6.2 Subject to clause 6.1 and other than as provided in clause 10.10.2(ii), neither party shall be liable to the other party for any indirect, special or consequential loss or damage whatsoever arising under or in relation to this Agreement (whether in contract, tort (including negligence), or otherwise). We shall not be liable to You for any of the following types of loss or damage arising under or in relation to this Agreement: (a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or (b) any loss, or corruption, of software or data; or (c) any loss of use of hardware, software or data.

6.3 Subject to clauses 6.1 and 6.2, Our aggregate liability under and in connection with this Agreement howsoever caused shall be limited in all cases to the aggregate sum of the License Fees paid in the 12 months prior to the event giving rise to the liability. In relation to the Core Edition Software, Preview Software and Freeware, Our sole liability under this Agreement, subject to clause 6.1 shall be limited to ten pounds (GBP10).

6.4 Except as expressly and specifically provided in this Agreement, You assume sole responsibility for results obtained from Your use of the Redgate Environment, and for conclusions drawn from such use. We shall not be liable for any damage caused by errors or omissions in any outputs, information, instructions or scripts provided to Us by You in connection with the Preview Software and/or Licensed Software, or any actions taken by Us at Your direction. **You acknowledge that outputs generated may contain errors and should be reviewed by Your appropriate personnel before use or reliance.**

6.5 The provisions of this clause allocate risks under this Agreement between You and Us, and the Fees reflect this allocation of risks and these limitations of liability.

7 LICENSE TERM, INITIAL SUPPORT TERM, RENEWAL TERM, TERMINATION AND RETIRED SOFTWARE

7.1 Your license shall commence upon the License Start Date and shall continue in perpetuity unless terminated in accordance with clause 7.3.

7.2 Any Support Package You purchase will be provided for the Initial Support Term, unless terminated in accordance with clause 7.3. Thereafter, Your Support Package for the certain Licensed Software shall be automatically renewed for 12 months (each a "**Renewal Term**"), unless either party notifies the other party of termination of the Support Package in writing, at least 30 days before the end of the Initial Support Term or any Renewal Term, in which case the Support Package shall terminate upon the expiry of the applicable Initial Support Term or Renewal Term.

7.3 We may terminate Your license and/or Support Package immediately upon written notice to You if: (a) You fail to make payments for the Licensed Software and/or any Support Package, when due and You do not make payment within 10 days of being notified in writing to do so; or (b) You breach any of the provisions of this Agreement other than payment, which are either not capable of being remedied or where they are capable of being remedied You fail to remedy within 30 days of being notified to do so; or (c) You take or have taken against You (other than in relation to a solvent restructuring) any step or action which would result in You; (i) entering into bankruptcy, administration, provisional liquidation or any composition or arrangement with Your creditors; (ii) being wound up (whether voluntarily or by order of the court), (iii) being struck off the register of companies; (iv) having a receiver appointed to any of Your assets, or You entering a procedure in any jurisdiction with similar effect to the provisions in this subclause (c).

7.4 Where all of your licenses have been terminated in accordance with clause 7.3, then the Agreement shall terminate in its entirety.

7.5 Upon termination of this Agreement: (a) You must cease use of the Licensed Software, and uninstall, destroy or put beyond use all copies of the Licensed Software in Your possession or control; and (b) the provisions of clauses 1.5, 1.6, 2, 3 (for any Fees that remain due and owing), 4, 5.2, 5.3, 6, 7, 9, 10 and 11 will remain in effect.

7.6 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination.

7.7 **Retired Software.** We reserve the right to retire the Licensed Software on 30 days' written notice by Us at any time during the License Term.

7.8 We shall continue to provide the Support Package for the Retired Software for the remainder of Your Initial Support Term or Renewal Term (as applicable), except in the circumstances set out in clause 7.9. On the expiry of such Initial Support Term or Renewal Term, or if none, on expiry of the notice period in clause 7.7, Your continued use of the Retired Software shall be subject to the terms of the Retired Software EULA, which can be viewed at: https://www.red-gate.com/assets/purchase/assets/retired-software-eula.pdf.

7.9 If You take a license of a new or alternative software product offered by Us as a replacement for Your license of the Retired Software, clause 7.8 shall not apply to You and with effect from the date You are granted access to such replacement product: (a) Your license to the Retired Software shall terminate; (b) the replacement product shall become the Licensed Software governed by the terms of this Agreement, and the applicable Product Specific Terms shall apply; and (c) any Support Package shall apply to the replacement product and not the Retired Software.

8 DATA COLLECTION AND PRIVACY NOTICE

8.1 Information collected by Us will only be used for the purposes described in this Agreement. Please see Our Privacy Notice, for further information on how We collect and use data which can be viewed at: https://www.red-gate.com/privacy.

8.2 Nothing herein shall be construed as prohibiting Us from utilizing any Usage Data, which We may collect to optimize and improve the Licensed Software, or otherwise operate Our business. We will only share Your Usage Data with Our third party processors as required to operate Our business, Our third party processor list can be viewed at: https://www.red-gate.com/website/third-parties.

8.3 You hereby authorize Us to aggregate and collect, for Our own purposes and analysis, user information, usage stats and other relevant data about Your use of the Licensed Software as part of the Usage Data.

9 THIRD PARTY CLAIMS

9.1 You agree to indemnify Us from any loss or damage whether in contract, tort (including negligence), or otherwise, if a third party claims that Your use of the Licensed Software causes Us any loss or damage, except in the circumstances in clause 9.2 below.

9.2 If any claim is brought against You alleging that Your use of the Licensed Software in accordance with this Agreement infringes the rights of any third party, You shall promptly notify Us and supply full details of the claim. The two of us shall consult together on an appropriate course of action and seek to minimize the effect of any claim on the respective businesses. We shall have the right, but not the obligation, to take control of all negotiations and litigation arising out of the claim. We will pay any damages and costs awarded against You in connection with any claim subject to the limitations of liability in clause 6. We shall have the right, at Our sole choice, to either: (i) use reasonable efforts to negotiate terms for continued use by You of the claimed infringing software; or (ii) use reasonable efforts to amend the Licensed Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect.

10 GENERAL

10.1 **Governing law and settlement of disputes.** This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the laws of England. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Without prejudice to any other rights or remedies that We may have, You acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 1, 2, 4 and/or the Product Specific Terms by You. Accordingly, We shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

10.2 **Compliance with applicable law.** You agree that, notwithstanding clause 10.1 above, You may be subject to additional laws in other jurisdictions with respect to Your use of the Licensed Software in such jurisdictions. You

agree to comply with the laws of any such jurisdiction including, without limitation, any applicable export laws or regulations.

10.3 **Severability.** If any provision or part of any provision in this Agreement is found to be illegal, invalid or unenforceable for any reason then the remaining provisions or part provisions remain unaffected and the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original.

10.4 **No waiver.** No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

10.5 **No third party rights.** We and You do not intend that any of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and all rights by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

10.6 **No Assignment.** You are not permitted to assign or transfer this Agreement or any rights granted to You to any third party without Our prior written consent. If We consent to the assignment, this Agreement will be binding on Your successors and assigns.

10.7 **Audit.** Where the business model and payment for any Licensed Software is dependent on Your level of use (e.g. number of people or servers), You agree that We shall be entitled to inspect Your records annually to ensure that You are in compliance with the terms of this Agreement and have not exceeded the use that You have paid for. Any audit may be conducted by Us or Our third party agents during normal business hours.

10.8 **Entire agreement.** This Agreement including its schedules which are incorporated herein and form part of the Agreement, together with Your Redgate quote contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior oral agreements, representations or understandings between the parties in relation to such subject matter.

10.9 **Revisions to terms.** We reserve the right to revise the terms of this Agreement by updating this Agreement on Our website. You are advised to check the website periodically for notices concerning such revisions. If You do not agree with any such revision You may terminate Your agreement within 10 days of the relevant revision without liability to Us. Your continued use of the Licensed Software after this period shall be deemed to constitute acceptance of any revised terms. No revisions will apply retrospectively.

10.10 **Consumer regulations.**

10.10.1 This clause applies to Consumers only. You shall have the right to cancel this Agreement 14 days from the date You agree to be obliged to pay for the Licensed Software and/or Support Package under this Agreement. Should You wish to cancel this Agreement under this clause 10.10, You must notify Us of Your decision to cancel by either: (a) returning a completed Model Cancellation Form (a copy of which is available here: https://www.red-gate.com/trust/cancellations) to Us; or (b) sending Us an email clearly confirming Your decision to: orders@red-gate.com. If You have any complaints about this Agreement, including complaints about the Licensed Software and/or Support Package, please raise these with Redgate using the relevant contact details: https://www.red-gate.com/our-company/contact-us.

10.10.2 Australian Consumer Law.

(i) Despite clause 5 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:(i) to cancel Your service contract with Us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. If You think that the Licensed Software does not operate substantially in accordance with its description within the warranty period specified in clause 5.1.3, and You wish to make a claim under the warranty in clause 5.1.3, You must contact Us using the relevant contact details: https://www.red-gate.com/our-company/contact-us and provide details of how You think that the Licensed Software does not meet that warranty. You are responsible for any expenses You may incur in connection with making a claim under the warranty in clause 5.1.3.

(ii) Despite clause 6 and any other provision in this Agreement, if the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law in Schedule 2 of that Act) provides that there is a guarantee in relation to any good or service supplied by Us in connection with this Agreement, and Our liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 6.2, 6.3, clause 3 of Schedule 1, and any other limitation of Our

liability in this Agreement, do not apply to that liability and instead Our liability for such failure is limited to (at Our election): (i) in the case of a supply of goods, replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or (ii) in the case of a supply of services, supplying the services again or paying the cost of having the services supplied again.

10.11 **Notices.** References to notices being "written" or "in writing" includes email. Any legal notices to Redgate must be emailed to: legal@red-gate.com.

10.12 **Updating Your information**. Where You have updated Your company details including but not limited to Your address, name or email domain, You are required to notify Us to ensure the parties can continue to meet their obligations under this Agreement, please email Us at: legal@red-gate.com.

10.13 **Channel Partners**. If You purchase the Licensed Software through a Redgate authorized Channel Partner, You acknowledge that: (i) We are independent from such Channel Partner; (ii) any such Channel Partner does not have authority to bind Redgate in any way, make modifications to this Agreement or make any warranties or representations on Our behalf; and (iii) We do not have any liability whatsoever for any acts or omissions of any such Channel Partner.

10.14 **Third Party AI**. We may use technologies provided by Third Party AI for providing certain features in Our Preview Software and/or Licensed Software using the Redgate Environment. You acknowledge that: (i) We do not control or assume responsibility for the content, performance, availability or compliance of such Third Party AI; and (ii) Your use of such features is subject to the applicable terms of the relevant Third Party AI.

10.15 **Artificial Intelligence**. Any outputs generated by the integrated AI (including via any Third Party AI) are provided "AS IS" and without any representation, guarantee or warranty of any kind. Redgate disclaims all liability for outcomes, decisions, actions or outputs resulting from Your reliance on AI generated content. **You acknowledge that outputs generated using AI may contain errors and should be reviewed by Your appropriate personnel before use or reliance.**

10.16 **Third Party Services**. Where You connect or configure the Freeware and/or Licensed Software and/or Preview Software to interoperate with any third party product, service, platform, or environment ("**Third Party Services**"), You are solely responsible for ensuring that such connection and Your use of the Third Party Services complies with the applicable third party terms and conditions. Redgate does not control, endorse, or accept any responsibility or liability for: (a) the availability, functionality, security, or performance of any Third Party Services; (b) any act or omission of the relevant third party provider; or (c) any loss, damage, or liability arising from or in connection with Your connection to, or use of, any Third Party Services. Redgate's obligations under this Agreement do not extend to any Third Party Services, whether or not integrated by You or accessible through the Freeware and/or Licensed Software and/or Preview Software.

11 DEFINITIONS

11.1 In this Agreement, capitalized terms shall have the meanings set out below or the relevant Schedule.

"**Channel Partner**" means any third party authorized by Us to sell licenses to the Licensed Software.

"**Core Edition Software**" means the software identified as available for licensing on a free basis as "Core Edition Software" on Our website https://www.red-gate.com/support/license/software-editions#perpetual, selected by You and licensed to You under this Agreement, but expressly excluding the Third Party Files.

"**Fees**" means the License Fee(s) and, if applicable, the Support Fee(s), excluding VAT and all other relevant taxes, where applicable.

"**Freeware**" means the software identified as available for licensing on a free basis as "Freeware" on Our website https://www.red-gate.com/support/license/software-editions#perpetual selected by You and licensed to You under this Agreement, but expressly excluding the Third Party Files.

"**Intellectual Property Rights**" means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted worldwide.

"**Initial Support Term**" means the initial term for which We agreed to provide the Support Package to You, starting on the License Start Date.

"**License Fee(s)**" means the fee(s) payable by You under this Agreement to Us for the license(s) granted to the Licensed Software as detailed by Us from time to time including through Our website, as part of a written quotation or renewal.

"**Licensed Software**" means the software, identified as available for licensing on a perpetual basis as "Perpetual Software" on Our website https://www.red-gate.com/support/license/software-editions#perpetual and as is selected by You and licensed to You under the this Agreement, including any related manuals, help files or other documentation but expressly excluding the Third Party Files.

"**License Start Date**" means the earlier of: (a) the date of the invoice issued to You by Us under this Agreement; or (b) the date You pay the applicable Fees.

"**Our**", "**Redgate**", "**Us**" and "**We**" means Red Gate Software Limited, a company registered in England with company number 3857576 and registered office at Cavendish House, Cambridge Business Park, Cambridge CB4 0XB, England.

"**Preview Software**" means any beta version of the software made available to You for evaluation prior to full release.

"**Privacy Notice**" means the document entitled Privacy Notice on Our website (https://www.red-gate.com/privacy).

"**Product Specific Terms**" means the terms applicable to a specific item of Licensed Software as set out on Our website: https://www.red-gate.com/support/license/product-specific-terms#perpetual.

"**Recurring Billing**" means where You have chosen and give Us authority to charge You and take payment for the Licensed Software on a recurring basis.

"**Renewal Term**" has the same meaning set out in clause 7.2.

"**Retired Software**" is Licensed Software that has been retired as per clause 7.7.

"**Support Fees**" means the fee(s) for supporting the Licensed Software as detailed by Us from time to time including through Our website, as part of a written quotation or renewal.

"**Support Package**" means the support and upgrade package purchased by You for the Licensed Software as described here: https://www.red-gate.com/support/policy.

"**Third Party AI**" means any artificial intelligence software, model, service, or functionality that is developed, owned, or operated by an entity other than Redgate, and which may be integrated with, accessed through, or used in conjunction with the Preview Software or Licensed Software. This includes, but is not limited to, generative AI models, machine learning algorithms, natural language processing tools, and other AI-based technologies provided by external vendors or platforms.

"**Third Party Files**" means the files identified in the installer, documentation, readme's or notice files for the applicable Licensed Software as third party files, including any open source software or third party plug-ins.

"**Third Party Services**" has the same meaning as set out in clause 10.16.

"**Usage Data**" means the statistical usage data derived from the operation of the Licensed Software, including any activity data of Yours and Your employees and the performance results for the Licensed Software. This Usage Data shall exclude Your confidential information.

"**You**" and "**Your**" means either: (a) an individual, where such individual downloads and/or installs the Licensed Software for their own personal use (also referred to as a "**Consumer**"); or (b) an organization or legal entity whereby either: (i) an employee or individual contractor of such organization or legal entity, or (ii) the Licensed Software has been installed automatically or via a script for use by or in such organization or legal entity.

Schedule 1

Evaluation Period

1 We grant You the right to use any Licensed Software for the applicable Evaluation Period. The length of the Evaluation Period is confirmed on the relevant product page for the applicable Licensed Software on Our website. The Evaluation Period may be extended by written agreement with Us.

2 To the extent permitted by law and subject to the other non-excludable rights and remedies You may have under law in relation to the relevant Licensed Software, during the Evaluation Period, You hereby agree that:

2.1 any Licensed Software is provided “AS IS” with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose; and

2.2 all other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.

3 Other than as provided in clause 10.10.2(ii) of this Agreement, We shall not be liable for any claim, damages or other liability arising from or in connection with Your use of any Licensed Software during the Evaluation Period.

4 For the avoidance of doubt, during any Evaluation Period: (a) clauses 5.1, 6.3 and 9.2 of this Agreement shall not apply; and (b) clause 9.1 shall apply except that the reference to clause 9.2 is deleted.

5 Before or upon expiry of the Evaluation Period:

5.1 if, in Your sole opinion, the Licensed Software has met Your requirements, and You wish to continue to use the Licensed Software beyond the end of the Evaluation Period, You can decide whether to obtain a license to the Core Edition Software or the equivalent License Fee version. The Evaluation Period shall automatically terminate when You place an order for the Licensed Software. Once the appropriate license has been obtained or You have placed Your order, this Agreement shall continue in force (except that this Schedule 1 shall no longer apply).

5.2 if You decide that the Licensed Software does not meet Your requirements, or otherwise do not wish to enter into a paid up License, then You shall destroy the Licensed Software and all copies, in any form including partial copies of the Licensed Software received from Us or made in connection with this evaluation and all documentation relating thereto. Any rights of Yours to use the Licensed Software shall cease.

Schedule 2

Additional terms for use of Redgate Environment

This Schedule 2 is only applicable where expressly identified in the Product Specific Terms.

1 Definitions

1.1 In this schedule, the following definitions shall apply:

"**Customer Data**" means the data You upload to the Licensed Software or Preview Software as part of Your use of the Licensed Software or Preview Software;

"**Personally Identifiable Data**" means any information relating to an identified or identifiable natural person;

"**Redgate Environment**" means the software operated by Us and provided to You to store Your Customer Data; and

"**UK GDPR**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2 Acceptable Use

2.1 You may store data and keep a history of changes using the Licensed Software or Preview Software. You may not upload to the Redgate Environment any data that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, color, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property.

2.2 We will hold a copy of the server, database configurations and Customer Data on Your behalf and will provide You with database instances to be used for development and testing purposes. We will hold the Customer Data only for the purpose of providing the Licensed Software or Preview Software.

2.3 We acknowledge that, where applicable, all rights, title and interest in and to the Customer Data belongs to You and You agree that You shall have sole responsibility for the legality, reliability, integrity and quality of the Customer Data.

2.4 You acknowledge that:

2.4.1 the Redgate Environment may not be available to You all of the time and You are responsible for ensuring You have appropriate back-ups of the Customer Data; and

2.4.2 except to the extent the Customer Data is Personally Identifiable Data, We shall not be responsible for any loss, corruption or inaccuracy of the Customer Data We hold.

2.5 You are responsible for maintaining and securing Your network connections and telecommunications links from Your systems to the Redgate Environment, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

2.6 You shall not use the Licensed Software or Preview Software in any manner to designed to adversely impact the operation of the Redgate Environment. We reserve the right to cease/limit Your access to the Redgate Environment, if We believe this may be the case.

2.7 **Preview Software only**. We reserve the right to impose usage limits on the Redgate Environment, at Our sole discretion.

3 Data Collection

3.1 You acknowledge that You determine the nature and content of the data You upload to the Licensed Software and/or Preview Software. To the extent the Customer Data contains Personally Identifiable Data which is subject to data protection legislation, We will act as a processor of the Customer Data on Your behalf, and paragraphs 3.2 – 3.5 shall apply only to such Personally Identifiable Data. The details of the processing are set out at the end of this Schedule.

3.2 As the controller of the Customer Data, You are responsible for: (i) ensuring You have a lawful basis for uploading the Customer Data to the Licensed Software and/or Preview Software, including obtaining any necessary authorizations or consents from data subjects; and (ii) complying with all applicable data protection legislation.

3.3 We will:

3.3.1 process the Customer Data only to the extent necessary for the purpose of providing the Licensed Software and/or Preview Software and in accordance with Your written instructions set out in this clause (except where We are required by law to process the Customer Data other than in accordance with Your instructions, in which case, We will inform You of the relevant legal requirement prior to such processing, unless the law prohibits the provision of such information on important grounds of public interest);

3.3.2 implement appropriate technical and organizational measures in accordance with the data protection legislation to ensure a level of security appropriate to the risks that are presented by such processing;

3.3.3 ensure that any employees or other persons authorized to process the Customer Data are subject to appropriate obligations of confidentiality;

3.3.4 notify You, as soon as reasonably practicable, about any request or complaint received from a data subject (without responding to that request, unless authorized to do so by You) and at Your cost, assist You by technical and organizational measures, insofar as possible, for the fulfilment of Your obligations in respect of such requests and complaints;

3.3.5 at Your request and cost, and taking into account the nature of the processing and the information available to Us, use reasonable efforts to, assist You with Your compliance with Your obligations under Articles 32 to 36 of the UK GDPR (where applicable);

3.3.6 where We transfer any Personally Identifiable Data outside of the UK, will ensure any such transfer meets the relevant requirements under Articles 44 - 50 of the UK GDPR;

3.3.7 at Your request and cost, make available all information necessary to demonstrate Our compliance with this paragraph 3 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by You (or Your authorized representative) with respect to the Customer Data, save that You shall (or shall ensure Your authorized representatives shall):

- sign a non-disclosure agreement in terms acceptable to Us prior to undertaking such audit;
- be accompanied by a Redgate employee at all times whilst on site during the audit;
- use Your reasonable efforts to ensure that the conduct of any such audit does not unreasonably disrupt Our normal business operations; and
- comply with Our relevant IT and security policies whilst carrying out any such audit; and

3.3.8 on termination or expiry of this Agreement: (a) where Your Customer Data has been uploaded to Redgate Environment using the Licensed Software, We shall destroy or return (as You direct) all Customer Data and delete all existing copies of such data unless We are required to keep or store such data by law; and (b) where Your Customer Data has been uploaded to Redgate Environment using the Preview Software, the Customer Data We may hold will be destroyed in accordance with the terms set out within the relevant Product Specific Terms.

3.4 You acknowledge and agree that Redgate affiliates may act as sub-processors. We may also engage third party processors to carry out Our processing obligations under this Agreement. Sub-processors will, at all times, be subject to data processing obligations equivalent to those set out in this clause 3.4, and We will remain liable to You for such sub-processors. Our current third party sub-processors that are used for the Redgate Environment can be found on Our website: https://www.red-gate.com/trust/saas-subprocessors. We will provide You with notification of any new sub-processors We intend to use. If You object to the use of a new sub-processor, You may terminate Your license on 30 days' written notice to Us.

3.5 We shall delete any of the Customer Data that We hold on Your behalf, within 30 days of receiving Your written request, by email to privacy@red-gate.com.

3.6 Any data protection terms used in this paragraph 3 and not defined in this Agreement shall have the meaning given in the UK GDPR.

Personally Identifiable Data: details of processing

Controller: You

Processor: Red Gate Software Limited

Nature, purpose and subject matter of processing: Redgate will process Personally Identifiable Data contained within the Customer Data as necessary to provide the features of the Licensed Software or Preview Software that are hosted on Redgate's cloud environment under this Agreement, and as further instructed You in when using the Licensed Software or Preview Software.

Duration of processing: the duration of the Initial Support Term or Renewal Term (as applicable) plus 30 days OR if the Licensed Software or Preview Software is used for Evaluation only, the duration of the Evaluation Period plus 30 days.

Categories of data: You are solely responsible for determining what Personally Identifiable Data is contained in the Customer Data uploaded to the Licensed Software or Preview Software. Any categories of Personally Identifiable Data could be included.

Data subjects: You are solely responsible for determining what Personally Identifiable Data is contained in the Customer Data uploaded to the Licensed Software or Preview Software. The Personally Identifiable Data of any categories of data subjects could be included.

Schedule 3

Recurring Billing

This Schedule 3 is only applicable where You have chosen to pay for the Licensed Software using Recurring Billing.

1 Definitions

"**Billing Account**" means the account number associated with Your billing information and set out within Your Redgate quotes and invoices; and

"**Redgate ID**" means Your user account to Redgate's website (www.red-gate.com), which enables You to access the Customer Portal.

2 Order Placement and Acceptance

2.1 You can sign up for Recurring Billing with Us by:

2.1.1 online via Redgate's website (www.red-gate.com); or

2.1.2 using the payment link on Your Redgate quote or invoice.

2.2 All order details shall be written in English. You can modify Your order details before Redgate's acceptance of Your order by emailing Us at: orders@red-gate.com. English is the preferred language for all order related inquiries.

2.3 **Tax**. Where You are subject to indirect taxes including but not limited to VAT, sales tax, goods and services tax, You shall provide Us with Your valid tax number or if You are exempt from tax, You shall provide us with Your valid tax exemption certificate by emailing Us at: orders@red-gate.com.

2.4 You will be required to sign in to Redgate's website using Your Redgate ID or will be required to create a Redgate ID if You are a new customer.

2.5 If You are new to Recurring Billing, We will ask You to provide Us with Your payment information and authorization to charge You on a Recurring Billing basis. The authorization shall be used to pay Your first Recurring Billing order and any future orders that are applied to Your Billing Account. These payment details shall be used to collect payment either: (a) immediately for Your first Recurring Billing order; or (b) when due for payment as set out on Your Redgate invoice.

2.6 Once Your order is placed You shall receive an email confirming Your order has been placed to the "Bill to" email address on Your Redgate quote or invoice.

2.7 **Acceptance**. Where We have accepted Your order You shall receive an invoice from Us sent to the "Bill to" email address on Your Redgate invoice. You shall be able to access Your license to the Licensed Software by logging into the Customer Portal.

3 Payment

3.1 **Payments by credit card**. Redgate accepts major debit and credit cards via Our third party payment gateway provider Stripe. Redgate is not responsible for any payment failure resulting from inaccurate card details provided by You when placing Your order, any restrictions applicable to Your card by Your bank, or payment gateway failure. When processing Your credit card transactions, these details are solely collected by Our third party payment gateway provider, Redgate does not record or access Your card details. Where Your card details have expired, Your new card details will automatically be updated by Stripe.

3.2 **Payments via third parties.** Redgate accepts payment via GooglePay and ApplePay. Your use of any third party payment is subject to Your compliance with the applicable terms of service.

3.3 **Payment by direct debit** (UK and EU bank and building society holders only). You can set up direct debit Recurring Billing payments online (www.red-gate.com) when placing Your order with Us via Our payment gateway provider Stripe. A direct debit guarantee/mandate is offered by all banks and building societies that accept instructions to pay direct debits. Where there are changes to the amount, payment date or frequency of Your direct debit, We will notify You at least 10 business days in advance of Your designated account being debited. You can cancel Your direct debit at any time by contacting Your bank or building society and by emailing Us at: orders@red-gate.com.

4 Recurring Billing

4.1 Where an individual enters into Recurring Billing, they represent that they have full authority to do so and that they are over 18 years of age.

4.2 You agree that the payment method specified by You for Recurring Billing is and will continue to be linked to an account that You own or are otherwise legally authorized to use, and that You will maintain funds or credit limit in the account linked to Your chosen payment method, as applicable to pay using Recurring Billing.

4.3 **Renewals**. If Your license renews in accordance with clause 7.2 of the Agreement, You authorize Redgate to charge Your chosen payment method automatically at the payment due date and amount set out on Your Redgate invoice.

4.4 Where You wish to change the payment method associated with Recurring Billing or have closed Your bank account, please email us at: orders@red-gate.com.

4.5 Where You have signed up to pay Us through Recurring Billing Your payment for all subsequent orders associated with Your Billing Account shall be taken using Your selected payment method, unless You advise Us otherwise in writing by emailing Us at: orders@red-gate.com.