

## **END USER LICENSE AGREEMENT**

Conquest Software Solutions LLC.

This End User License Agreement ("Agreement") is a legal agreement between You (an individual or an entity who will be referred to in this Agreement as "You" or "Your") and Conquest Software Solutions LLC., located at 6955 N Durango Drive - Ste 1115, Las Vegas, NV 89149, USA ("CSS") for the use of software and related services provided by CSS.

### **1) SOFTWARE LICENSE TERMINOLOGY**

Subject to your compliance with the terms of this Agreement CSS grants You a non-exclusive, non-transferable right ("License") to use the Software in the manner and for the purposes intended and described in the documentation.

**Concurrent Users (CU):** users who run certain software simultaneously, at the exact same time.

**Database instance (DBI):** a set of memory structures that manage database files. Every running Oracle database is associated with at least one Oracle database instance.

**License Key:** a License Key is required to install and run the Software. A License Key is provided by CSS upon completion of the order process and the acceptance of this Agreement. The License key gives an authorized user/purchaser a data string that, upon installation, unlocks a software product and makes it available for use.

**License Violation:** if a License violation is detected, the Software will notify You of such violation by an electronic message to the User. You commit to remedy the violation within 30 days from receipt of the notification. Upon Your request CSS will help You understand the nature of the violation and the actions required to establish License compliance. If the License violation is not remedied within the 30 days period the software will automatically stop working.

**Backup Copy:** You may make one backup copy of the Software in machine-readable form provided it is not installed or used on any computer.

**Software Use within a Network:** You may transfer the Software from one computer or network to another provided the Software is installed in a way and within the limits authorized by the Agreement.

**Transfer of Rights:** assignment or transfer of the rights and obligations under this Agreement require express prior written consent by CSS. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

### **2) SOFTWARE SUPPORT AND MAINTENANCE**

Upon acceptance of Your order CSS agrees to provide Software support and maintenance to You pursuant to the terms and conditions set forth herein.

**Support:** technical support is provided via the Online Support Desk (“OSD”), a tool integrated with the Software. The current version and the immediately preceding version of the Software is supported. The Support delivery is contingent upon proper use of the Software. You agree to cooperate with CSS and provide the required information, resources and consents that CSS may require to perform the support services.

**Maintenance:** each license shall be sold with the annual maintenance and support (“AMS”) included. Maintenance comprises the delivery of Software upgrades, updates or patches as CSS makes them generally available from time to time. New Software versions are delivered electronically and are also available as downloads from the CSS website. Any such improvements or modifications become part of the Software for all purposes of this Agreement.

**Maintenance and Support Waiver:** AMS waiver request should be sent to CSS in writing. CSS shall have sole discretion to grant or deny a waiver.

#### **Service Level Agreements:**

**Personal and Educational license Support & Maintenance:** CSS will undertake commercially reasonable efforts to resolve the issues reported by the End-User. However, there is no obligation or guidance on the priority and time of issue resolution.

If not explicitly indicated in the Order Form, the latest available production version is shipped.

#### **Corporate License Premium Annual Maintenance & Support (“AMS”):**

- Unlimited priority technical support via the built-in OSD (Online Support Desk) and Email - tech-support@conquest-us.com;
- Major, minor, and patch releases of the applications to stay current with the best technology during the subscription period;
- Guaranteed response time - no longer than 2 business days from the time a technical request has been submitted;
- Priority response to technical support requests by (a) senior technical support representative(s)
- Email and OSD notification of software updates, including fixes, and documentation updates
- Priority response to error reports.

**AMS Fee:** the AMS fee is 20% of the price of the supported Software. For renewal periods CSS may increase the amount of the immediately preceding annual fee by a percentage not to exceed the Consumer Price Index (CPI), as published by the U.S. Department of

Labor. Fees are due and payable annually in advance of a support period. Failure to pay will result in the termination of the AMS service.

**Matching Service Levels:** when acquiring AMS all licenses in a given license set must be supported under the same technical support service level. You may not support a subset of licenses within a license set.

**Reinstatement of AMS:** if AMS service lapses or was not originally purchased with the License, a reinstatement fee can be assessed to enable AMS coverage. The reinstatement fee will be calculated and communicated to You by CSS upon Your request.

**Contract Term:** AMS is an annual contract that renews automatically after AMS period, covered by the license is over unless terminated by You by the last day of the current AMS period. Information about renewal date and remaining lifetime of AMS contracts is available via the customer web account LOGIN -> MY ACCOUNT -> MY LICENSES or the Conquest Tool -> HELP -> ABOUT. As a courtesy CSS will advise You of upcoming renewal dates and your right to terminate. To terminate AMS please access the customer web account LOGIN -> MY ACCOUNT -> MY LICENSES and select the AMS contract you wish to terminate.

### 3) GENERAL PROVISIONS

**Ownership:** the Software is protected by copyright laws as well as other intellectual property laws. CSS is the owner of the Software and reserves all rights not expressly granted to You by this Agreement. The Software is licensed and not sold. CSS is not obliged to provide the source code of the Software.

**Compliance with Export Control Laws:** You agree that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

**Restrictions of Use:** You may use the features and functionality of the Software as described in the documentation. You may not: (a) reverse engineer, decompile or disassemble the Software; (b) modify or create derivative works based upon the Software; (c) distribute copies of the Software; (d) remove proprietary notices or labels on the Software; (e) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to the Software. It is illegal to make unauthorized copies of the Software or to circumvent any copy protection technology included in the Software.

**License Compliance:** if You are a business, company or organization, You agree that upon request from CSS You will within thirty (30) days document and certify that the use of any and all CSS Software at the time of the request is in conformity with Your valid Software License Agreement.

**Discontinuing or Modifying Services:** You acknowledge that CSS has the right to discontinue the manufacture and development of any of the Software and the support for that Software, in its sole discretion at any time, including the distribution of older Software versions. Notwithstanding the foregoing, if CSS discontinues the manufacture and support for a specific Software, Support for any remaining Software covered by this Agreement shall not be adversely affected. CSS reserves the right to alter the AMS services, in its sole discretion but in no event, shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for CSS; or (c) Your materially diminished rights.

**Governing Law:** this Agreement will be governed by and construed in accordance with the laws of the State of Nevada, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You and CSS agree to submit to the exclusive jurisdiction of, and venue in, the courts in Las Vegas, Nevada, in any dispute arising out of or relating to this Agreement.

#### **4) LIMITATION OF WARRANTY AND LIABILITY**

##### **NO WARRANTY ON LICENSED SOFTWARE**

THE LICENSED SOFTWARE IS PROVIDED TO YOU "AS IS". CSS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. CSS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE) AS TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

##### **LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CSS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CSS UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CSS FOR THE DEFICIENT SOFTWARE OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

#### **5) SEVERABILITY**

In case a provision in this Agreement is invalid or unenforceable the provision shall be considered inoperable to the extent of such invalidity or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid or unenforceable provision by a new provision that comes closest to the original intent.

## 6) WAIVER

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by both parties.

## 7) TYPES OF LICENSES

**Personal license (PL):** License for individual contributors and independent professionals. PL is available as online purchase option only, and not available to resellers. Under personal license the following limitations apply: ClearSQL and SQLDetective - 1 (one) CU only. ClearDB Documenter- 1(one) CU and 1 DBI only.

**Education license (EL):** License for officially registered educational facilities only. A copy of registration documents are required for order booking

**Corporate license (CL):** License for enterprise customers and allows ordering of any number of concurrent users. For every recurrent purchase of the product, which is already licensed by the enduser, the technical support renewal date for the new purchase is aligned with renewal date for the existing license. The support fees are recalculated accordingly Each ClearDB Documenter Corporate license includes 1 (one) CU and access to 3 (three) DBIs. ClearSQL and SQLDetective Corporate licenses are counted according to the number of CUs. Each ClearSQL and SQLDetective Corporate license includes 1 (one) CU.

## 8) PRICE AND PAYMENT

Price shall be charged in accordance with the price list in force on the date of the purchase. CSS reserves the rights to review and amend the prices from time to time. CSS shall give notification of the changes in price list 1 (one) month before relevant changes come into effect.

**Payment for PL and EL:** shall be made online with the debit or credit card.

**Payment for CL:** shall be made upon receipt of the invoice in currency and on the terms stated in the invoice

## 9) TERM

This Agreement will be effective upon acceptance by You. It shall terminate automatically if You fail to comply with the terms of the Agreement and the material breach is not remedied within two weeks following its occurrence. No notice shall be required from CSS to perform such termination. You may terminate this Agreement at any time by notifying CSS in writing. Upon termination, You must immediately uninstall and destroy all copies of the Software, the documentation and other accompanying written materials.