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DEVART licenses the SOFTWARE PRODUCTS purchased under a full (perpetual) license on a SUBSCRIPTION basis. 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"); herewith, the initial date of the SUBSCRIPTION TERM is the date of purchase. You must consider the period during which you intend to use the SOFTWARE PRODUCT as 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.

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.

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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.

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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

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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 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 non-personalized data 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.

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