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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.

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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.

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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.

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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.

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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.

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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. PRIORITY SUPPORT is granted to customers with ACTIVE PRODUCT 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.

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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.

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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.

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13. LIMITATION OF LIABILITY

In no event shall DEVART and its partners be liable for any consequential, indirect, special, punitive or incidental damages arising from or related to the EULA, including but not limited to, (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.

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.