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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.

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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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### **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**

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