Redgate SQL Data Catalog EULA

Use of SQL Data Catalog is subject to the terms of this subscription 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 downloading and/or installing and/or using SQL Data Catalog. If you do not accept these terms, do not download, install or use SQL Data Catalog.

IMPORTANT NOTICE:

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

TERMS AND CONDITIONS

1. **SUBSCRIPTION**
   1. **Evaluation.** You are entitled to a 28 day free trial of SQL Data Catalog for the purposes of deciding whether or not the software meets your requirements ("**Evaluation Period**"). During the Evaluation Period the terms in Schedule 1 will apply.
   2. **Subscription**. In consideration of you paying the Subscription Fee, we grant you a non-exclusive, non-transferable right to access and use SQL Data Catalog during the Subscription Period in accordance with this Agreement.
   3. The Subscription is personal to you and is specifically licensed for your use only. You may not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or SQL Data Catalog or hold this Agreement on trust for any other person. You may not use SQL Data Catalog to provide, or in the provision of, services to any third party.
   4. Except as stated in this Agreement, you have no right to use, incorporate into other products, copy, publish, display, modify or translate SQL Data Catalog or any modification, adaptation or copy of the software or any part thereof. You may only decompile, reverse engineer, or disassemble the source code of SQL Data Catalog either in whole or in part, as expressly permitted under the Subscription or under Sections 50(A), (B) and (BA) of the Copyright, Designs and Patents Act 1988 (as amended or updated from time to time) or other applicable law.
   5. You shall not use SQL Data Catalog to manufacture or distribute a product that is substantially similar to or competitive with our software.

2. **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**
   1. You acknowledge that i) all Intellectual Property Rights in or relating to SQL Data Catalog are owned by or licensed to us, ii) except as expressly granted under this Agreement, you have no rights in SQL Data Catalog and iii) we shall have the right to use your name and /or logo on customer lists on our website and in other marketing material.
   2. You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to SQL Data Catalog or which would call those rights into question.
   3. You agree not to delete, remove or alter any trade marks, logos, copyright notices or similar proprietary devices of ours, including without limitation any electronic watermarks or other identifiers that may be incorporated in SQL Data Catalog. All representations of our name or logo must remain as originally distributed.

3. **PAYMENT**
   1. The Subscription Fee for the Initial Subscription Period (together with 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 payable by you when we issues a licence key to you for SQL Data Catalog.
   2. The Subscription Fee for any Renewal Period (together with any levies, duties and/or taxes imposed on you in your jurisdiction (including, but not limited to, value added tax, sales tax and withholding tax)) shall be due and payable by you on the payment date specified in the invoice for the relevant Renewal Period.
   3. You may not deduct any amounts from the Subscription Fees, unless otherwise specified in this Agreement.
   4. Where you have obtained SQL Data Catalog through a Reseller, the terms you have agreed with such Reseller in relation to payment and invoicing will apply instead of this clause 3.

4. **CONFIDENTIALITY**
   1. The structure, organisation, and source code of SQL Data Catalog are proprietary confidential information of ours and our licensors. You agree not to provide or disclose any confidential information of our (including relating to or derived from SQL Data Catalog) to any third party, including where such confidential information is derived under any applicable law as set out in clause 1.4.
   2. Other than the disclosures referred to in our Privacy Policy, we agree not to provide or disclose to any third party any information of a confidential nature in any form whatsoever which is disclosed to us by you or on behalf of you.

3. The provisions of clauses 4.1 and 4.2 will not apply to the extent that:
    1. such information is in the receiving party's possession free from any restriction as to its use or disclosure; or
    2. the receiving party can demonstrate that such information is in the public domain (other than as a result of an unauthorised disclosure); or
    3. such information is required to be disclosed by law.
4. No information to which clause 4.3.3 applies shall be disclosed to a third party unless and until the receiving party has (unless prevented from doing so by law) (i) given the disclosing party reasonable written notice of such proposed disclosure, (ii) consulted with the disclosing party, and (iii) agreed with the disclosing party the content of the disclosure, provided that it shall not limit the disclosure in a manner which would prevent the receiving party from complying with a statutory or regulatory obligation or court order.

5. **WARRANTY AND SUPPORT**
    1. We warrant that:
        1. we own the Intellectual Property Rights for the SQL Data Catalog and/or have the right to grant a licence to you;
        2. in creating SQL Data Catalog, we have not knowingly infringed the intellectual property rights of third parties; and
        3. for a period of 90 days from the first installation of SQL Data Catalog (or, if applicable, 90 days from the end of the Evaluation Period if you continue to use the Subscription Software) the Subscription Software shall operate substantially in accordance with its description. However, you acknowledge that SQL Data Catalog is of such a complexity that there will be inherent defects and that therefore we can give no warranty that SQL Data Catalog is free from error or defect or that operation of SQL Data Catalog shall be uninterrupted.
    2. Other than as provided for in clause 5.1 above, we do not offer any warranty related to SQL Data Catalog and/or the support provided, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality. SQL Data Catalog has been developed as a standard product for use by a wide variety of users and so we are unable to warrant that the Subscription Software will meet any particular user needs. You shall take full responsibility for ensuring that SQL Data Catalog is suitable for your intended purposes and to facilitate investigation into such suitability, we offer a free Evaluation Period.
    3. **Support**. In relation to and without prejudice to the generality of clause 5.2 above, we provide support to users of SQL Data Catalog via our web site, user forums, by email and by phone. The support is provided subject to the terms of this Agreement. You accept that, although we will use reasonable endeavours to solve problems identified by you, 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 Subscription Software, the scheduling of any new releases and the functionality those releases contain shall be under our sole control.

6. **LIMITATION AND EXCLUSION OF LIABILITY**
    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.
    2. Subject to clause 6.1, 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), breach of statutory duty, restitution 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.
    3. Subject to clauses 6.1, 6.2 and 9.2 our aggregate liability under and in connection with this Agreement howsoever caused shall be limited in all cases to the aggregate sum of the Subscription Fees paid in the 12 months prior to the event giving rise to the liability.
    4. The provisions of this clause allocate risks under this Agreement between you and us, and the Subscription Fees reflect this allocation of risks and these limitations of liability.

7. **SUBSCRIPTION PERIOD, TERMINATION AND RETIRED SOFTWARE**
    1. The Subscription shall commence on the Subscription Start Date and, unless terminated earlier in accordance with this clause 7, shall continue for the Initial Subscription Period. The Subscription may be renewed for subsequent successive periods of 12 months (each a "Renewal Period") on agreement. If no agreement to renew the Subscription is reached, the Subscription shall terminate upon the expiry of the Initial Subscription Period or applicable Renewal Period.
    2. If we do not receive the Subscription Fee or the relevant Renewal Fee from you, we reserve the right to terminate your Subscription 30 days after the payment due date.
    3. The Subscription will terminate automatically if you uninstall and cease use of SQL Data Catalog or uninstall and destroy or voluntarily return the SQL Data Catalog to us, and notify us that you have done so.
    4. Where the Subscription is terminated in accordance with clause 7.4 or clause 7.3, then the Agreement shall terminate in its entirety.

5. Upon termination of this Agreement: (a) you must cease use of the SQL Data Catalog, and uninstall, destroy or put beyond use all copies of the SQL Data Catalog in your possession or control; and (b) the provisions of clauses 1.5, 4, 5.2, 6, 7, 9, 10.1 to 10.7 and 11 will remain in effect.

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

7. **Retired Software.** We reserve the right to retire SQL Data Catalog (and therefore terminate the Subscription) on written notice by us at any time to come into effect at the end of the then current Initial Subscription Period or Renewal Period (as the case may be).

8. **DATA COLLECTION AND PRIVACY POLICY**

1. Information on the data we collect about you and how we treat that data is set out in our Privacy Policy, which can be viewed at: https://www.red-gate.com/our-company/about/legal.

9. **THIRD PARTY CLAIMS**

1. You agree to indemnify us from any loss or damage whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, if a third party claims that your use of the SQL Data Catalog causes any such loss or damage, except in the circumstances in clause 9.2 below.

2. If any claim is brought against you alleging that your use of the intellectual property associated with the SQL Data Catalog 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 minimise 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 a maximum of the aggregate sum of Subscription Fees paid to us by you in the 12 months prior to the claim. We shall have the right, at our sole choice, to either: (i) use reasonable endeavours to negotiate terms for continued use by you of the claimed infringing software; or (ii) use reasonable endeavours to amend the Subscription Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect and in such event, we shall refund to you all Subscription Fees paid.

10. **GENERAL**

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 and/or 4 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

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 SQL Data Catalog in such jurisdictions. You agree to comply with the laws of any such jurisdiction including, without limitation, any applicable export laws or regulations.

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.

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.

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.

6. **Entire agreement.** This Agreement 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.

7. **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. Your continued use of SQL Data Catalog shall be deemed to constitute acceptance of any revised terms.

8. **Consumer regulations.** 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 SQL Data Catalog under this Agreement. Should you wish to cancel this Agreement under this clause 10.8, you must notify us of your decision to cancel by either:

    1. returning a completed Model Cancellation Form (a copy of which is available here: https://www.red-gate.com/website/legal) to us; or

2. sending us an email clearly confirming your decision to: orders@red-gate.com.
3. If you have any complaints about this Agreement, including complaints about SQL Data Catalog, please raise these with Red Gate using the relevant contact details: https://www.red-gate.com/our-company/contact-us.

11. **DEFINITIONS**

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

"**Initial Subscription Period**" means the initial Subscription period agreed with us, and as stated on the invoice, starting on the Subscription Start Date;

"**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;

"**Privacy Policy**" means the document entitled Privacy Policy on our website (https://www.red-gate.com/our-company/about/legal);

"**Renewal Periods**" has the same meaning set out in clause 7.1;

"**Reseller**" means any third party authorised by us to sell licences to SQL Data Catalog;

"**Subscription**" means the right to use SQL Data Catalog, set out in clause 1 and/or Schedule 1 as appropriate;

"**Subscription Fee**" means the fee payable by you under this Agreement (excluding VAT and all other relevant taxes, where applicable), as detailed by us from time to time including through our website, as part of a written quotation or renewal;

"**Subscription Period**" means the Initial Subscription Period together with any subsequent Renewal Periods;

"**Subscription Start Date**" means the date notified to you by us or the Reseller;

"**SQL Data Catalog**" means the software called SQL Data Catalog selected by you and licensed to you under this Agreement;

"**We**", "**Our**", "**Us**" and the non-capitalised versions means Red Gate Software Limited, a company registered in England with company number 3857576 and registered office at Newnham House, Cambridge Business Park, Cambridge CB4 0WZ, United Kingdom;

"**You**", "**Your**" and the non-capitalised versions means, whether SQL Data Catalog is obtained directly from us or through a Reseller, (a) where an individual downloads and/or installs SQL Data Catalog for his own personal use, that individual (a "**Consumer**"); or (b) where an individual downloads and/or installs SQL Data Catalog for business use, that individual's employer (and we will assume that such individual has the authority to purchase on behalf of their employer); or (c) where an entity or organisation downloads and/or installs SQL Data Catalog for use by its employees, that entity or organisation (and such entity shall be responsible for all use by its employees of SQL Data Catalog).

Schedule 1

Evaluation Period

1. We grant you the right to use SQL Data Catalog for the Evaluation Period.
2. We shall not be liable for any claim, damages or other liability arising from or in connection with your use of the SQL Data Catalog during the Evaluation Period.
3. For the avoidance of doubt, during the 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.
4. Before or upon expiry of the Evaluation Period:
   a. if, in your sole opinion, SQL Data Catalog has met your requirements, and you wish to continue to use the SQL Data Catalog beyond the end of the Evaluation Period, you can decide whether to obtain the equivalent Subscription Fee version. Once the appropriate Subscription has been obtained, this Agreement shall continue in force (except that this Schedule 1 shall no longer apply).
   b. if you decide that SQL Data Catalog does not meet your requirements, or otherwise do not wish to enter into a paid up Subscription, then you shall destroy SQL Data Catalog and all copies, in any form including partial copies or modifications of SQL Data Catalog received from us or made in connection with this Subscription and all documentation relating thereto. Any rights of yours to use SQL Data Catalog shall cease.