

Redgate EULAs

If you are using any of our products (other than those listed as subscription software on our website <https://www.red-gate.com/support/license/software-editions>), the Redgate Standard EULA will apply.

If you are using subscription software the Redgate Subscription EULA will apply.

IMPORTANT NOTICES:

- 1 Where you sign a paper version or a bespoke version of the Redgate Standard EULA and/or the Redgate Subscription EULA or a separate bespoke agreement, that paper/bespoke version will take precedence over any subsequent click to agree versions of the EULAs presented on download and/or installation; and
- 2 The Redgate Standard EULA and/or the Redgate Subscription EULA (whichever one is applicable to you) 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.

Redgate Subscription EULA

Any use of our Subscription Software 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 the Subscription Software. If you do not accept these terms, do not download, install or use the Subscription Software.

TERMS AND CONDITIONS

1 **SUBSCRIPTION**

- 1.1 **Evaluation.** You are entitled to a free trial of the Subscription Software for the purposes of deciding whether or not the Subscription Software meets your requirements ("**Evaluation Period**"). During the Evaluation Period the terms in Schedule 1 will apply.
- 1.2 **Third Party Plug-ins.** Third Party Plug-ins are licensed to you in accordance with paragraph 11 of the Product Specific Terms.
- 1.3 **Subscription.** In consideration of you paying to us the Subscription Fee, we grant you a non-exclusive, non-transferable right to access and use the Subscription Software during the Subscription Period in accordance with this Agreement, and subject to any applicable Product Specific Terms.
- 1.4 The Subscription is personal to you. You may not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or Subscription Software or hold this Agreement on trust for any other person.
- 1.5 Except as stated in this Agreement, you have no right to use, incorporate into other products, copy, publish, display, modify or translate the Subscription Software or any modification, adaptation or copy of the Subscription Software or any part thereof. You may only decompile, reverse engineer, or disassemble the source code of the Subscription Software 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.
- 1.6 You shall not use the Subscription Software to manufacture or distribute a product that is

substantially similar to or competitive with our software.

2 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 You acknowledge that i) all Intellectual Property Rights in or relating to the Subscription Software are owned by or licensed to us, ii) except as expressly granted under this Agreement, you have no rights in the Subscription Software, 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.
- 2.2 You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to the Subscription Software or which would call those rights into question.
- 2.3 You agree not to delete, remove or alter any trade marks, logos, copyright notices or similar proprietary devices of ours or our licensors, including without limitation any electronic watermarks or other identifiers that may be incorporated in the Subscription Software. All representations of our name or logo must remain as originally distributed.

3 PAYMENT

- 3.1 The Subscription Fee (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 due and payable by you when we issue a licence key to you for the Subscription Software.
- 3.2 The Renewal Fee (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 of the invoice.
- 3.3 You may not deduct any amounts from the Subscription Fees or the Renewal Fees, unless otherwise specified in this Agreement.
- 3.4 Where you have obtained the Subscription Software 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

- 4.1 The structure, organisation, and source code of the Subscription Software are proprietary confidential information of ours and our licensors. You agree not to provide or disclose any confidential information of ours (including relating to or derived from the Subscription Software) to any third party, including where such confidential information is derived under any applicable law as set out in clause 1.5.
- 4.2 Other than the disclosures referred to in our Privacy Notice, 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.
- 4.3 The provisions of clauses 4.1 and 4.2 will not apply to the extent that:
 - 4.3.1 such information is in the receiving party's possession free from any restriction as to its use or disclosure; or
 - 4.3.2 the receiving party can demonstrate that such information is in the public domain (other than as a result of an unauthorised disclosure); or
 - 4.3.3 such information is required to be disclosed by law.
- 4.4 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.

- 4.5 If you have entered into a separate confidentiality agreement with us, and there are inconsistencies between the terms of the confidentiality agreement and this clause 4, the terms of the confidentiality agreement shall prevail over this clause 4.

5 WARRANTY AND SUPPORT

- 5.1 Subject to clause 10.8.2(i), we warrant that:
- 5.1.1 we own the Intellectual Property Rights in the Subscription Software and/or have the right to grant a licence to you;
 - 5.1.2 in creating the Subscription Software, we have not knowingly infringed the intellectual property rights of third parties; and
 - 5.1.3 for a period of 90 days from the first installation of the Subscription Software (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 the Subscription Software is of such a complexity that there will be inherent defects and that therefore we can give no warranty that the Subscription Software is free from error or defect or that operation of the Subscription Software shall be uninterrupted.
- 5.2 Other than as provided for in clauses 5.1 and 10.8.2(i), we do not offer any warranty related to the Subscription Software and/or the support provided, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality, save for any non-excludable rights and remedies you may have under law. The Subscription Software 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 the Subscription Software is suitable for your intended purposes and to facilitate investigation into such suitability, we offer a free Evaluation Period.
- 5.3 Preview Software is provided AS IS with no representation, guarantee or warranty of any kind as to their functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.
- 5.4 **Support.** In relation to and without prejudice to the generality of clause 5.2 above, we provide support to users of Subscription Software 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

- 6.1 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.
- 6.2 Subject to clauses 6.1 and 10.8.2(ii), 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.

- 6.3 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. In relation to the Preview Software, our sole liability under this Agreement, subject to clause 6.1, shall be as set out in paragraph 8 of Schedule 2.
- 6.4 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

- 7.1 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 and, thereafter, the Subscription shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Period or any Renewal Period, in which case the Subscription shall terminate upon the expiry of the applicable Initial Subscription Period or Renewal Period.
- 7.2 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.
- 7.3 The Subscription will terminate automatically if you uninstall and cease use of the Subscription Software, or uninstall and destroy or voluntarily return the Subscription Software to us, and notify us that you have done so.
- 7.4 Where the Subscription is terminated in accordance with clause 7.4 or clause 7.3, then the Agreement shall terminate in its entirety.
- 7.5 Upon termination of this Agreement: (a) you must cease use of the Subscription Software, and uninstall, destroy or put beyond use all copies of the Subscription Software in your possession or control; and (b) the provisions of clauses 1.6, 4, 5.2, 6, 7, 9, 10.1 to 10.7 and 11 will remain in effect.
- 7.6 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination.
- 7.7 **Retired Software.** We reserve the right to retire the Subscription Software (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 NOTICE

- 8.1 Information on the data we collect about you and how we treat that data is set out in our Privacy Notice, which can be viewed at <https://www.red-gate.com/privacy>

9 THIRD PARTY CLAIMS

- 9.1 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 Subscription Software causes any such loss or damage, except in the circumstances in clause 9.2 below.
- 9.2 If any claim is brought against you alleging that your use of the intellectual property associated with the Subscription Software 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

- 10.1 **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, 4 and/or Schedule 2 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.
- 10.2 **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 the Subscription Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction including, without limitation, any applicable export laws or regulations.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **Revisions to terms.** For click to agree versions of the Agreement only, 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. If you do not agree with any such revision you may terminate your agreement within 10 days of the relevant revision without liability to us. Your continued use of the Subscription Software shall be deemed to constitute acceptance of any revised terms. No revisions will apply retrospectively. Any bespoke versions of this Agreement shall continue to apply to all future downloads or installation of Software and shall always take precedence over any click to agree versions presented at download or installation of such Software.
- 10.8 **Consumer regulations.**
- 10.8.1 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 the Subscription

Software 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: (a) returning a completed Model Cancellation Form (a copy of which is available here:

<https://www.red-gate.com/website/legal>) to us; or

(b) sending us an email clearly confirming your decision to:

orders@red-gate.com. If you have any complaints about this Agreement, including complaints about the Subscription Software, please raise these with Red Gate using the relevant contact details: <https://www.red-gate.com/our-company/contact-us>

10.8.2 Australian consumer law

(i) Despite clause 5 our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled; (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. If you think that the Subscription Software does not operate substantially in accordance with its description within the warranty period specified in clause 5.1.3, and you wish to make a claim under the warranty in clause 5.1.3, you must contact us using the relevant contact details:

<https://www.red-gate.com/our-company/contact-us> and provide details of how you think that the Subscription Software does not meet that warranty in clause 5.1.3.

(ii) Despite clause 6 and any other provision in this Agreement, if the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law in Schedule 2 of that Act) provides that there is a guarantee in relation to any good or service supplied by us in connection with this Agreement, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 6.2, 6.3 and clause 3 of Schedule 1 and any other limitation of our liability in this Agreement, do not apply to that liability and instead our liability for such failure is limited to (at our election: (i) in the case of a supply of goods, replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or (ii) in the case of a supply of services, supplying the services again or paying the cost of having the services supplied again.

11 **DEFINITIONS**

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

"Customer Portal" means the customer portal we may make available to you to manage your use of the Subscription Software;

"Initial Subscription Period" means the initial Subscription period agreed with us (as stated on our invoice or on your account page on our Customer Portal), 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;

"OSE" means an Operating System Environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system

instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights;

“Preview Software” means any beta version of the Subscription Software made available to you for preview prior to full release;

“Privacy Notice” means the document entitled Privacy Notice on our website (<https://www.red-gate.com/privacy>);

“Product Specific Terms” means the terms applicable to a specific item of Subscription Software as set out in Schedule 2;

“Renewal Fee” means the fees payable by you under this Agreement to us for the Subscription during the Renewal Period (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;

“Renewal Periods” has the same meaning set out in clause 7.1;

“Reseller” means any third party authorised by us to sell licences to the Subscription Software;

“Retired Software” is Subscription Software that has been retired as per clause 7.7;

“Subscription” means the right to use the Subscription Software, set out in clause 1 and/or Schedules 1 and 2 as appropriate;

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

“Subscription Period” means the Initial Subscription Period together with any subsequent Renewal Periods;

“Subscription Software” means the software, listed under “Subscription Software” on our website: <https://www.red-gate.com/support/license/software-editions>, selected by you and licensed to you under this Agreement;

“Subscription Start Date” means the earlier of (i) the date of the invoice issued to you by us under this Agreement; or (ii) the date you pay the Subscription Fee;

“Third Party Plug-ins” means a third party plug-in to the Subscription Software;

“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; and

“You”, “Your” and the non-capitalised versions means, whether the Subscription Software is obtained directly from us or through a Reseller, (a) where an individual downloads and/or installs the Subscription Software on an OSE for his own personal use, that individual (a **“Consumer”**); or (b) where an individual downloads and/or installs the Subscription Software on a OSE 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 the Subscription Software on a OSE for use by its employees, that entity or organisation (and such entity shall be responsible for all use by its employees of the Subscription Software).

Schedule 1

Evaluation Period

- 1 We grant you the right to use the Subscription Software for the Evaluation Period. The length of the Evaluation Period is confirmed on the relevant product page for the

- Subscription Software on our website. The Evaluation Period may be extended by written agreement with us.
- 2 To the extent permitted by law and subject to the other non-excludable rights and remedies you may have under law in relation to the Subscription Software, during the Evaluation Period, you hereby agree that the Subscription Software is provided AS IS with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.
 - 3 Subject to clause 10.8.2(ii) of this Agreement, we shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Subscription Software during the Evaluation Period.
 - 4 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.
 - 5 Before or upon expiry of the Evaluation Period:
 - (a) if, in your sole opinion, the Subscription Software has met your requirements, and you wish to continue to use the Subscription Software 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 the Subscription Software does not meet your requirements, or otherwise do not wish to enter into a paid up Subscription, then you shall destroy the Subscription Software and all copies, in any form including partial copies or modifications of the Subscription Software received from us or made in connection with this Subscription and all documentation relating thereto. Any rights of yours to use the Subscription Software shall cease.

Schedule 2

Product Specific Terms

1 Definitions

1.1 In this schedule, the following definitions shall apply:

"Bundle" means a set of more than one of our Subscription Software products that are supplied together for a single price;

"Client Component" means, where the Subscription Software is Per OSE Subscription Software, any component of the Per OSE Subscription Software directed to or otherwise provided for accessing the Server Component;

"Per Capacity Software" means any or all of the Subscription Software listed on our website: <https://www.red-gate.com/support/license/software-editions>, as licensed on a "Per Capacity" basis;

"Per OSE Subscription Software" means any or all of the Subscription Software listed on our website: <https://www.red-gate.com/support/license/software-editions>, as licensed on a "Per OSE" basis;

"Per Schema Software" means any or all of the Subscription Software listed on our website <https://www.red-gate.com/support/license/software-editions>, as licensed on a "Per Schema" basis;

"Per User Software" means any or all of the Subscription Software listed on our website <https://www.red-gate.com/support/license/software-editions>, as licensed on a "Per User" basis;

“Redgate Pipeline” means any and all of the database environments that form part of a database change delivery process, that are fully or in part managed by Redgate Deploy;

“Schema” means the container for database objects commonly referred to as "schema";

“Server Automated Process” means a task or job which runs or is triggered by a server;

“Server Component” means, where the Subscription Software licensed to you under this Agreement is Per OSE Subscription Software, the server-based components on a single OSE;

“Tier” means a pricing tier as defined on our website, at

<http://www.red-gate.com/support/license/capacity-model> for the Subscription Software; and

“True Up” means an annual evaluation of the suitability of the Tier chosen for the Per Capacity Software.

2 Type of Software

2.1 Where the Subscription Software is Per Capacity Software, Per OSE Subscription Software, Per Schema Software or Per User Software the relevant additional terms below shall apply to limit the Subscription granted in clause 1 of this Agreement:

Per Capacity Software

- It is your responsibility to decide, at the point of purchase, which Tier is suitable for your intended use of the Subscription Software over the Initial Subscription Period.
- You will receive an email annually requiring you to conduct a True Up. You are required to notify us of the outcome of the True Up if a different Tier is applicable to your Subscription, and:
 - if your Initial Subscription Period was for a period of 12 months, we will issue to you an invoice for the new applicable Tier which will apply from the start of the Renewal Period; or
 - if you have purchased a multi-year Initial Subscription Period, we will issue you with an invoice for any increase in Subscription Fees between the Tier you have paid for and the Tier that is applicable after the True Up for the remainder of the Initial Subscription Period, based on the Subscription Fee.
- The Subscription Fee payable to us will vary depending on the Tier applicable to your Subscription.
- If you do not True Up before the expiry of the Initial Subscription Period or the expiry of any Renewal Period and you do not terminate your Subscription, your Subscription will automatically renew for the same Tier and we will issue an invoice for the relevant Renewal Period based on that Tier.

Per OSE Subscription Software

- The Server Component is licensed for use on a single OSE owned, leased and/or controlled by you for internal use.
- Where the Per OSE Subscription Software includes a Client Component, you may use and install such Client Component on more than one OSEs leased and/or controlled by you for internal use.

Per Schema Software

- The Subscription Software is licensed for use to manage changes on a single Schema owned, leased and/or controlled by you for internal use in a production environment at any point during the development process.

- It is your responsibility to decide, at the point of purchase, how many licenses are suitable for your intended use of the Subscription Software over the Initial Subscription Period.
- You will receive an email annually requiring you to conduct a True Up. You are required to notify us of the outcome of the True Up if a different Tier is applicable to your Subscription, and:
- if your Initial Subscription Period was for a period of 12 months, we will issue to you an invoice for the new applicable Tier which will apply from the start of the Renewal Period; or
- if you have purchased a multi-year Initial Subscription Period, we will issue you with an invoice for any increase in Subscription Fees between the Tier you have paid for and the Tier that is applicable after the True Up for the remainder of the Initial Subscription Period, based on the Subscription Fee.
- The Subscription Fee payable to us will vary depending on the Tier applicable to your Subscription.
- If you do not True Up before the expiry of the Initial Subscription Period or the expiry of any Renewal Period and you do not terminate your Subscription, your Subscription will automatically renew for the same Tier and we will issue an invoice for the relevant Renewal Period based on that Tier.

Per User Software

- The Subscription Software is licensed for use by a specific user only.
- Per User Subscription Software may be used by the licensed user on more than one OSE.

3 Bundles

- 3.1 Where the Subscription Software is a Bundle, a complete set of the products being licensed as part of that Bundle is listed on our website at <https://www.red-gate.com/support/license/software-editions>. Each product within the Bundle must be used on the same OSE, unless listed as 'Non-Linked Software' on our website. Non-Linked Software may be installed on a different OSE but is still licensed for use on a single OSE only.

Where the Subscription Software is one of the products listed in the paragraphs below, the relevant additional terms shall apply and form part of this Agreement.

4 SQL Data Catalog

- 4.1 SQL Data Catalog is licensed on a Per OSE basis.
- 4.2 If you are using SQL Data Catalog with an Azure Database (PaaS) environment, you are entitled to deploy either 1 managed instance or up to 5 single Databases for each Per OSE Subscription Software entitlement.

5 Flyway Teams (formerly Flyway Enterprise Edition)

- 5.1 Flyway Teams is licensed on a Per Schema basis.
- 5.2 The rights granted under clause 1 to use the Subscription Software may be exercised in any hardware and software environment of yours, for all currently known types of use (subject to any restrictions within this Agreement).
- 5.3 Rights to the source code. You are granted the following rights to the source code of the Subscription Software (but not any driver made available with the Subscription

Software):

- 5.3.1 The right to edit the source code solely for the purpose of correcting defects, and under the condition that you shall transmit to us all modifications made and grant us all rights required for the commercial exploitation of these changes in new versions or follow-on products of the Subscription Software, in accordance with the Contributor License Agreement (CLA) of ours:
(<https://cla-assistant.io/flyway/flyway>) that is applicable at the time of submitting the modifications to us.
- 5.3.2 If, while a valid Subscription for the Subscription Software is in effect, insolvency proceedings have been opened on the assets of ours or the opening of such proceedings has been rejected due to the lack of assets, you shall also be entitled to edit the software for the purpose of adapting the Subscription Software to changing software environments, solely to ensure its continued operability.
- 5.3.3 You are not permitted to disclose the source code to any third party.
- 5.4 Flyway is not redistributable.
- 5.5 **Support.** Clause 5.4 of this Agreement will apply save that the only support we offer for Flyway is priority bug fixing and support requests must be sent by email to support@flywaydb.org
- 5.6 Flyway Pro Edition (where licensed before 30th October 2020). For the avoidance of doubt Flyway Pro Edition is Retired Software. For any purchases made prior to 30th October 2020 this clause 4 of Schedule 2 shall apply, except that the following wording shall be read as included at the end of clause 4.2: “; such rights are limited to the agreed multiple(s) of 10 production database Schemas set out in our invoice.”

6 Redgate Deploy

- 6.1 Redgate Deploy is licensed on a Per User basis.
- 6.2 Flyway entitlement: A Redgate Deploy licence entitles you to use Flyway Teams for an unlimited number of database Schemas, for exclusive use in Redgate Pipelines.
- 6.3 SQL Clone entitlement: The Redgate Deploy licence provides use of SQL Clone, without limit on capacity, for exclusive use in Redgate Pipelines.
- 6.4 To contribute or input database changes to a Redgate Pipeline you must have a licence for Redgate Deploy.

7 SQL Monitor

- 7.1 SQL Monitor is licensed on a Per OSE basis; or
 - 7.1.1 if you are using SQL Monitor with an Azure Database (PaaS) environment, you are entitled to monitor either 1 managed instance or up to 5 single Databases for each Per OSE Subscription Software entitlement; or
 - 7.1.2 if you are using SQL Monitor with the Amazon Relational Database Services (RDS), you are entitled to monitor 1 relational database for each Per OSE Subscription Software entitlement.

8 Preview Software

- 8.1 Clauses 3, 5.1 and 5.4 of this Agreement shall not apply to the Preview Software; and clause 9.2 shall apply except that the wording “and in such event, we shall refund to you all Subscription Fees paid” shall be deleted and replaced with “, but no financial reimbursement will be given to you in such circumstances.”

9 Contributing changes to a Server Automated Process

- 9.1 To contribute or input database changes to a Server Automated Process that uses any

or all of the components of, or artifacts produced by, the software known as “Server Automated Processes” (as listed on our website (<https://www.red-gate.com/support/license/software-editions>), you must have a licence for SQL Toolbelt Essentials, Redgate Deploy or SQL Prompt.

10 SQL Toolbelt Essentials

- 10.1 SQL Toolbelt Essentials offers you the opportunity to use certain features that are made available by us in a Redgate cloud hosted environment. You may choose not to use these features, but where you do, the additional terms in Schedule 3 shall apply solely to your use of such features.
- 10.2 We reserve the right to remove these features 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).

11 Third Party Plug-ins

- 11.1 Oracle drivers
 - 11.1.1 Oracle drivers are licensed to you by Oracle America, Inc. under the Oracle Free Use Terms and Condition (“Oracle FUTC”). A copy of the Oracle FUTC is provided to you during installation/download of the relevant Licensed Software.
 - 11.1.2 You may not use an Oracle driver except in compliance with the Oracle FUTC. See the Oracle FUTC for specific language governing permissions and limitations under the Oracle FUTC.

Schedule 3

Additional terms for use of Redgate environment

This Schedule 3 is only applicable where expressly identified in the Product Specific Terms.

1 Definitions

- 1.1 In this schedule, the following definitions shall apply:
 - “**Customer Data**” means the data you upload to the Subscription Software in accordance with the Subscription;
 - “**Personally Identifiable Data**” means any information relating to an identified or identifiable natural person; and
 - “**UK GDPR**” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2 Acceptable use

- 2.1 You may store data and keep a history of changes using the Subscription Software. You may not upload to the Subscription Software any data that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property.
- 2.2 We will hold a copy of the server, database configurations and Customer Data on your behalf and will provide you with database instances to be used for development and testing purposes. We will hold the Customer Data only for the purpose of providing the

Subscription Software.

- 2.3 We acknowledge that, where applicable, all rights, title and interest in and to the Customer Data belongs to you and you agree that you shall have sole responsibility for the legality, reliability, integrity and quality of the Customer Data.
- 2.4 You acknowledge that:
 - 2.4.1 the Subscription Software may not be available to you all of the time and you are responsible for ensuring you have appropriate back-ups of the Customer Data; and
 - 2.4.2 except to the extent the Customer Data is Personally Identifiable Data, we shall not be responsible for any loss, corruption or inaccuracy of the Customer Data we hold.
- 2.5 You are responsible for:
 - 2.5.1 ensuring you encrypt the Customer Data prior to uploading it to the Subscription Software; and
 - 2.5.2 maintaining and securing your network connections and telecommunications links from your systems to the Subscription Software, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

3 Data Collection

- 3.1 You acknowledge that you determine the nature and content of the data you upload to the Subscription Software. To the extent the Customer Data contains Personally Identifiable Data which is subject to data protection legislation, we will act as a processor of the Customer Data on your behalf, and paragraphs 3.2 – 3.5 shall apply only to such Personally Identifiable Data. The details of the processing are set out at the end of this Schedule.
- 3.2 As the controller of the Customer Data, you are responsible for: (i) ensuring you have a lawful basis for uploading the Customer Data to the Subscription Software, including obtaining any necessary authorisations or consents from data subjects; and (ii) complying with all applicable data protection legislation.
- 3.3 We will:
 - 3.3.1 process the Customer Data only to the extent necessary for the purpose of providing the Subscription Software and in accordance with your written instructions set out in this clause (except where we are required by law to process the Customer Data other than in accordance with your instructions, in which case, we will inform you of the relevant legal requirement prior to such processing, unless the law prohibits the provision of such information on important grounds of public interest);
 - 3.3.2 implement appropriate technical and organisational measures in accordance with the data protection legislation to ensure a level of security appropriate to the risks that are presented by such processing;
 - 3.3.3 ensure that any employees or other persons authorised to process the Customer Data are subject to appropriate obligations of confidentiality;
 - 3.3.4 notify you, as soon as reasonably practicable, about any request or complaint received from a data subject (without responding to that request, unless authorised to do so by you) and at your cost, assist you by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints;
 - 3.3.5 at your request and cost, and taking into account the nature of the processing and the information available to us, use reasonable endeavours to, assist you

- with your compliance with your obligations under Articles 32 to 36 of the UK GDPR (where applicable);
- 3.3.6 where we transfer any Personally Identifiable Data outside of the UK, will ensure any such transfer meets the relevant requirements under Articles 44 - 50 of the UK GDPR;
- 3.3.7 at your request and cost, make available all information necessary to demonstrate our compliance with this paragraph 3 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by you (or your authorised representative) with respect to the Customer Data, save that you shall (or shall ensure your authorised representatives shall):
- sign a non-disclosure agreement in terms acceptable to us prior to undertaking such audit;
 - be accompanied by a Redgate employee at all times whilst on site during the audit;
 - use your reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt our normal business operations; and
 - comply with our relevant IT and security policies whilst carrying out any such audit; and
- 3.3.8 on termination or expiry of this Agreement, destroy or return (as you direct) all Customer Data and delete all existing copies of such data unless we are required to keep or store such data by law.
- 3.4 You acknowledge and agree that Redgate affiliates may act as sub-processors. We may also engage third party processors to carry out our processing obligations under this Agreement. Sub-processors will, at all times, be subject to data processing obligations equivalent to those set out in this clause 3.4, and we will remain liable to you for such sub-processors. Our current third party sub-processors are listed in our Privacy Notice. We will provide you with notification of any new sub-processors we intend to use. If you object to the use of a new sub-processor, you may terminate the Subscription on 30 days' written notice to us.
- 3.5 The exclusions of liability in clause 6.2(b) and (c) shall not apply to the extent any such data is Personally Identifiable Data you upload to the Subscription Software, for which our liability is set out in clause 6.3.
- 3.6 Any data protection terms used in this paragraph 3 and not defined in this Agreement shall have the meaning given in the UK GDPR.

Personally Identifiable Data: details of processing

Controller: You

Processor: Red Gate Software Limited

Nature, purpose and subject matter of processing: Redgate will process Personally Identifiable Data contained within the Customer Data as necessary to provide the features of the Subscription Software that are hosted on Redgate's cloud environment under this Agreement, and as further instructed you in when using the Subscription Software.

Duration of processing: the duration of the Subscription plus 30 days OR if the Subscription is used for the Evaluation Period only, the duration of the Evaluation Period plus 30 days.

Categories of data: You are solely responsible for determining what Personally Identifiable

Data is contained in the Customer Data uploaded to the Subscription Software. Any categories of Personally Identifiable Data could be included.

Data subjects: You are solely responsible for determining what Personally Identifiable Data is contained in the Customer Data uploaded to the Subscription Software. The Personally Identifiable Data of any categories of data subjects could be included.

LAST UPDATED: August 12 2021