



## DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Red Gate Software Ltd. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer’s Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
  - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
  - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
  - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer’s security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer’s facilities and records to verify Customer’s compliance with this Agreement. Any such audit will take place only during Customer’s normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance (“Notice”); (b) If Customer’s security requirements are not met and upon Manufacturer’s request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer’s compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
  - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
  - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
  - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

**Incorporation of Manufacturer Terms.** Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



## **Redgate GSA Standard EULA (USA Government)**

Any use of Red Gate Software Limited (“our” or “we” or “us”) software (other than subscription software, which is subject to our Subscription EULA) is subject to the terms of this license agreement (“**Agreement**” or “License”). Please read the full Agreement carefully. The Ordering Activity under GSA Schedule contracts (“you” or “Ordering Activity”) confirm that you accept and agree to be legally bound by all terms and conditions of this Agreement by both parties executing this Agreement in writing. If you do not accept these terms, do not download, install or use the Software.

### **TERMS AND CONDITIONS**

#### **1 LICENSE**

- 1.1 **Evaluation License.** You are entitled to a free trial of any Licensed Software (other than Freeware) for the purposes of deciding whether or not the Licensed 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 12 of the Product Specific Terms.
- 1.3 We grant you in perpetuity a limited, personal, non-exclusive, and non-transferable license to use the Licensed Software, subject to any applicable Product Specific Terms.
- 1.4 This License is personal to you. You may not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or Licensed Software or hold this Agreement on trust for any other person.
- 1.5 Except as stated in this License, you have no right to use, incorporate into other products, copy, publish, display, modify or translate the Licensed Software or any modification, adaptation or copy of the Licensed Software or any part thereof. You may only decompile, reverse engineer, or disassemble the source code of the Licensed Software either in whole or in part, as expressly permitted under the License or under applicable law.
- 1.6 You shall not use the Licensed 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 Licensed Software are owned by or licensed to us, ii) except as expressly granted under the License, you have no rights in the Licensed Software and iii) we shall have the right to use your name on customer lists on our website and in other marketing material to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- 2.2 You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to the Licensed 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, including without limitation any electronic watermarks or other identifiers that may be incorporated in the Licensed Software. All representations of our name or logo must remain as originally distributed.

#### **3 PAYMENT**

- 3.1 License Fees shall be paid by you in full in accordance with the GSA Schedule Pricelist. We shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. You may not deduct any amounts from the License Fees, unless otherwise specified in this Agreement.
- 3.2 License Fees shall be payable on installation of the Licensed Software and/or on purchase and/or renewal of a Support Package (as applicable) within thirty (30) days of the invoice receipt date, except where agreed otherwise in writing with us.
- 3.3 Where you have obtained the Licensed 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, organization, and source code of the Licensed 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 Licensed Software) to any third party, including where such confidential information is derived under

any applicable law as set out in clause 1.5 (except in, and limited to, the circumstances permitted under paragraph 9 of Schedule 2).

- 4.2 Other than the disclosures referred to in our attached Privacy Notice under Schedule 3, 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; provided that any changes made to our provision or disclosure to third parties in the Privacy Notice after the date hereof are not effective against you unless and until approved by contracting officer in writing; provided, however, that any changes to the Privacy Notice that are required by law shall not require approval by a contracting officer.
- 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 unauthorized disclosure); or
  - 4.3.3 such information is required to be disclosed by law, including the Freedom of Information Act, 5 U.S.C. 552.
- 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 5.3, we warrant that:
  - 5.1.1 we own the Intellectual Property Rights in the Software and/or have the right to grant a license to you;
  - 5.1.2 in creating the Licensed 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 Licensed Software (or, if applicable, 90 days from the end of the Evaluation Period if you continue to use the Licensed Software) the Licensed Software shall operate substantially in accordance with its description. However, you acknowledge that the Licensed Software is of such a complexity that there will be inherent defects and that therefore we can give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted.
- 5.2 Other than as provided for in clause 5.1 above, we do not offer any warranty related to the Licensed Software and/or the Support Package, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality. The Licensed 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 Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for your intended purposes and to facilitate investigation into such suitability, we offer a free Evaluation Period.
- 5.3 The Core Edition Software, Preview Software and Freeware (defined in clause 11) are 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 via our website and user forums. You may also purchase a Support Package with certain of the Licensed Software, and when purchased, provision of the Support Package shall be subject to the terms of this Agreement. You accept that, although we will use reasonable endeavors to solve problems identified by purchasers of the Support Package, 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 Licensed 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 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, 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 Purchase Order(s) price paid for the Licensed Software, including aggregate sum of the License Fees for the 36 months prior to the event giving rise to the liability. In relation to the Core Edition Software, Preview Software and Freeware, our sole liability under this Agreement, subject to clause 6.1 shall be as set out in paragraph 5.2 of Schedule 2.
- 6.4 The provisions of this clause allocate risks under this Agreement between you and us, and the License Fees reflect this allocation of risks and these limitations of liability.

## **7 LICENCE TERM, SUPPORT TERM, TERMINATION AND RETIRED SOFTWARE**

- 7.1 The License shall commence upon your acceptance of its terms and shall continue in perpetuity unless terminated in accordance with clause 7.3 or 7.4, or otherwise in accordance with this Agreement.
- 7.2 Any Support Package you purchase will be provided for the Support Term, unless terminated in accordance with clause 7.3 or 7.4, or otherwise in accordance with this Agreement.
- 7.3 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, we shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 7.4 The License will terminate automatically: (a) where applicable, at the end of the relevant license period specified in paragraph 7 of Schedule 2 or (b) if you uninstall and cease use of the Licensed Software, or uninstall and destroy or voluntarily return the Licensed Software to us.
- 7.5 Where the License is terminated in accordance with clause 7.3 or 7.4, then the Agreement shall terminate in its entirety, provided clauses 1.6, 4, 5.2, 5.3, 6, 7, 9, 10.1 to 10.7, 11 and paragraph 9.3 of Schedule 2 will survive termination.
- 7.6 Upon termination of this Agreement you must cease use of the Licensed Software, and uninstall, destroy or put beyond use all copies of the Licensed Software in your possession or control.
- 7.7 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination.
- 7.8 **Retired Software.** We reserve the right to retire the Licensed Software on 30 days' written notice by us at any time during the License Term, subject to the Product Specific Terms.
- 7.9 We shall continue to provide the Support Package for the Retired Software for the remainder of your current Support Term. On the expiry of such Support Term, paragraph 10 of Schedule 2 shall take effect. We shall not be liable for any claim, damages or other liability arising from or in connection with your continued use of the Retired Software after, if applicable, the expiry of any Support Term.

## **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 under Schedule 3; provided that any changes made in the Privacy Notice as to the data we collect about you and how we treat that data after the date hereof are not effective against you unless and until approved by the contracting officer in writing; provided, however, that any changes to the Privacy Notice that are required by law shall not require approval by a contracting officer.

## **9 THIRD PARTY CLAIMS**

- 9.1 If any claim is brought against you alleging that your use of the intellectual property associated with the Licensed 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

minimize the effect of any claim on the respective businesses. We shall have the right to intervene to defend you in litigation arising out of the claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. §. We will pay any damages and costs awarded against you in connection with any claim subject to a maximum of the aggregate sum of License 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 endeavors to negotiate terms for continued use by you of the claimed infringing software; or (ii) use reasonable endeavors to amend the Licensed Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect and in such event, we shall refund to you all License Fees paid.

## 10 **GENERAL**

- 10.1 **Governing law and settlement of disputes.** This Agreement will be governed by and construed in accordance with the Federal laws of the United States.
- 10.2 **Compliance with export control law.** The Licensed Software is subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.
- 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 beneficiaries.** There are no third-party beneficiaries to this agreement.
- 10.6 **Entire agreement.** This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), 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.** We reserve the right to revise the non-material 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 the Licensed Software shall be deemed to constitute acceptance of any revised non-material terms. Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.
- 10.8 **Notices.** References to notices being "written" or "in writing" includes email.

## 11 **DEFINITIONS**

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

"**Core Edition Software**" means the Software listed here: <https://www.red-gate.com/support/license/software-editions>, that is offered as a free edition (sometimes with limitations on the use) as an alternative to a License Fee version;

"**Freeware**" means the Software as specified in the relevant Software information on our website <https://www.red-gate.com/support/license/software-editions>;

"**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;

"**License**" means the license to use the Licensed Software, set out in clause 1 and/or Schedules 1 and 2 as appropriate, this does not include any license to use Third Party Plug-ins;

"**License Fee(s)**" means the fees payable by you under this Agreement to us, as detailed by us from time to time including through our website, as part of a written quotation or renewal, all in accordance with the GSA Schedule Pricelist;

"**Licensed Software**" means such of the Software, as is selected by you and licensed to you under the terms of this Agreement, including any related manuals, help files or other documentation, any reference to Licensed Software includes Retired Software, unless stated otherwise;

"**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 Software made available to you for preview prior to full release;

“**Privacy Notice**” means the attached document entitled Privacy Notice;

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

“**Reseller**” means any third party authorized by us to sell licenses to the Software;

“**Retired Software**” is licensed software that has been retired as per clause 7.8;

“**Software**” means any or all of the our software products (except those identified as “Subscription Software”) inexecutable form listed on our website and identified in the Purchase Order: (<https://www.red-gate.com/support/license/software-editions>);

“**Support Package**” means the support and upgrade package purchased by you for the Licensed Software as described here: <https://www.red-gate.com/support/policy>;

“**Support Term**” means the term for which we agreed to provide the Support Package to you during the purchase process as indicated in the Purchase Order;

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

“**We**”, “**Our**”, “**Us**” and the non-capitalized 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**” or “**Ordering Activity**” and the non-capitalized versions means, whether the Licensed Software is obtained directly from us or through a Reseller, (a) where an individual downloads and/or installs the Licensed Software on a OSE for a government’s use, that individual’s government employer (and we will assume that such individual has the authority to purchase on behalf of their employer); or (c) where a government entity or organization downloads and/or installs the Licensed Software on a OSE for use by its employees, that entity or organization (and such entity shall be responsible for all use by its employees of the Licensed Software).

IN WITNESS WHEREOF, the parties hereto have caused this Redgate GSA Standard EULA Agreement to be executed as of the latest date written below.

SIGNED for and on behalf of  
**RED GATE SOFTWARE LTD**

Authorised Signatory \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
DD/MM/YYYY

SIGNED for and on behalf of  
**ORDERING ACTIVITY**

Authorised Signatory \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
DD/MM/YYYY

## Schedule 1

### Evaluation Period

- 1 We grant you the right to use the Licensed Software for the Evaluation Period. The length of the Evaluation Period is confirmed on the relevant product page for the Licensed Software on our website. The Evaluation Period may be extended by written agreement with us.
- 2 During the Evaluation Period, you hereby agree that the Licensed 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 We shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Licensed 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 Licensed Software has met your requirements, and you wish to continue to use the Licensed Software beyond the end of the Evaluation Period, you can decide whether to obtain a license to the Core Edition Software or the equivalent License Fee version. Once the appropriate license has been obtained, this Agreement shall continue in force (except that this Schedule 1 shall no longer apply).
  - (b) if you decide that the Licensed Software does not meet your requirements, or otherwise do not wish to enter into a paid up License, then you shall destroy the Licensed Software and all copies, in any form including partial copies or modifications of the Licensed Software received from us or made in connection with this License and all documentation relating thereto. Any rights of yours to use the Licensed 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 the Software products that are supplied together for a single price. The titles of the Bundles are listed on our website at <https://www.red-gate.com/support/license/software-editions>;

“**Client Component**” means, where the Licensed Software is Per OSE Licensed Software, any component of the Per OSE Licensed Software directed to or otherwise provided for accessing the Server Component;

“**Distribution**” in the context of the SQL Comparison SDK means an instance of any of the files comprising the SQL Comparison SDK installed on an OSE other than the one on which you are developing your SQL Comparison SDK implementation;

“**Licensed Materials**” has the meaning set out in paragraph 9.1 of this Schedule;

“**Linked Software**” means the complete set of Software associated with the relevant Bundle title, except for Non-Linked Software;

“**Non-Linked Software**” means any or all of the Software listed on our website (<https://www.red-gate.com/support/license/software-editions>) as “Non-Linked Software”;

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

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

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

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

“**SQL Comparison SDK**” (also known as “Synchronization Toolkit” or “SQL Toolkit”) means any or all of the software, associated documentation and help files comprising an application programming interface as listed in this Schedule; and

“**SQL Clone Entitlement**” means, where the Licensed Software is SQL Clone, the usage entitlements you purchase for the Licensed Software.

#### **2** Type of Software

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

##### **Per OSE Licensed 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 Licensed 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 User Licensed Software:**

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

#### **3** Bundles

3.1 Where the Licensed Software includes one or more Bundles then the Linked Software within each Bundle must be used on the same OSE. Any Non-Linked Software purchased as part of a Bundle may be installed on a different OSE to the Linked Software but is still licensed for use on a single OSE only.

Where the Licensed Software is one of the products listed in paragraphs 4 to 11 below, the relevant additional terms shall apply and form part of this Agreement.

#### **4 Smart Assembly or Smart Assembly Pro**

- 4.1 We will provide a server for storage of up to 1000 of your error reports.
- 4.2 We will use reasonable endeavors to ensure that such server remains available. However, we do not provide any special facilities such as fault tolerance and so cannot guarantee that the storage on the server will be uninterrupted or that reports will not be lost.

#### **5 Core Edition Software, Freeware and Preview Software**

- 5.1 We specify limitations on free use of some of our Core Edition Software in the relevant Software information on the relevant product page for the Licensed Software on our website and in paragraph 7 as an alternative to an unrestricted License Fee version.
- 5.2 For the avoidance of doubt: (a) clauses 3, 5.1 and 5.4 of this Agreement shall not apply to the Core Edition Software, Freeware and Preview Software; and (b) clause 9.2 shall apply except that the wording “and in such event, we shall refund to you all License Fees paid” shall be deleted and replaced with “, but no financial reimbursement will be given to you in such circumstances.”

#### **6 Contributing changes to a Server Automated Process**

- 6.1 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 license for SQL Change Automation or Deployment Suite for Oracle. A license for SQL Change Automation is only available as part of a license of the Bundle known as SQL Toolbelt.

#### **7 VISUAL STUDIO 2017 Core Edition Software**

- 7.1 Where the Licensed Software is both accessed through Visual Studio 2017 and is (i) SQL Change Automation Core Edition, (ii) SQL Prompt Core Edition, (iii) SQL Change Automation, (iv) SQL Prompt Pro, or (v) SQL Search, the following shall apply:
  - 7.1.1 the rights granted under clause 1 to use the Licensed Software shall continue only for the applicable license period specified below:
    - (i) **SQL Change Automation Core Edition:** 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.
    - (ii) **SQL Prompt Core Edition** (<https://www.red-gate.com/support/license/software-editions>): 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.
    - (iii) **SQL Change Automation:** 28 day trial license from when a trial is commenced through the in-product dialog by or on behalf of you. At the end of 28 days you can decide whether to (a) obtain a paid license for SQL Change Automation\*, or (b) move to a perpetual license of SQL Change Automation Core Edition, or (c) request a trial extension.
    - (iv) **SQL Prompt Pro** (<https://www.red-gate.com/support/license/software-editions>): 28 day trial license from when a trial is commenced through the in-product dialog by or on behalf of you. At the end of 28 days you can decide whether to (a) obtain a paid up license for SQL Prompt Pro, or (b) move to a perpetual license of SQL Prompt Core Edition, or (c) request a trial extension.
    - (v) **SQL Search:** 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.

\* A license for SQL Change Automation is only available as part of a license of the Bundle known as SQL Toolbelt.

\*\*A license for SQL Prompt Core Edition is only available if you are using the Enterprise version of VISUAL STUDIO 2017.

- (vi) if at any time you obtain a paid up license of SQL Prompt Pro or SQL Change Automation, your use of SQL Prompt Pro or SQL Change Automation (as applicable) will be governed by this Agreement.

## **8 SQL Clone (where licensed prior to 15 January 2018)**

- 8.1 SQL Clone is licensed by number of SQL Clone Entitlements per SQL Clone Server. For each SQL Clone Server you wish to install, you need a separate license of SQL Clone.
- 8.2 A SQL Clone Entitlement is required by anyone creating clone databases using the SQL Clone Server, as well as anyone connecting to clone databases to develop software.
- 8.3 Where 20 or fewer SQL Clone Entitlements are required, the SQL Clone Entitlements may only be purchased in license packs, as specified on our website.
- 8.4 For each SQL Clone Server:
  - 8.4.1 use is limited to and shall not exceed the number of SQL Clone Entitlements you have purchased for that SQL Clone Server;
  - 8.4.2 there is no limit on the number of agents you may download or clones you may create.
  - 8.4.3 SQL Clone Entitlements cannot be shared between SQL Clone Servers.
- 8.5 SQL Clone Entitlements may not be shared by users, except where the SQL Clone Entitlement is permanently re-assigned to a new user.

## **9 SQL Search Everywhere**

- 9.1 SQL Search Everywhere is Preview Software and paragraph 5 of this Schedule applies accordingly.
- 9.2 You may create or store database schemas using the Licensed Software and we may hold a copy of the database schemas on your behalf.
- 9.3 We acknowledge that, where applicable, all rights, title and interest in and to your database schemas belongs to you and you agree that you shall have sole responsibility for the legality, reliability, integrity and quality of your database schemas.
- 9.4 To the extent that we hold a copy of your database schemas:
  - 9.4.1 you acknowledge that we hold them for the purpose of providing the SQL Search Everywhere service only;
  - 9.4.2 you acknowledge that the service may not be available to you all of the time;
  - 9.4.3 we shall not be responsible for any loss, inaccuracy or disclosure of the copy we hold of your database schemas and any resulting loss of service.

## **10 SQL Monitor**

- 10.1 SQL Monitor is licensed on a Per OSE basis; or
  - 10.1.1 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 Licensed Software entitlement.

## **11 Third Party Plug-ins**

- 11.1 Bamboo
  - 11.1.1 Bamboo is licensed to you by Atlassian Corporation Plc under the Apache License, Version 2.0 (the "**Apache License**").
  - 11.1.2 You may obtain a copy of the Apache License at <http://www.apache.org/licenses/LICENSE-2.0>.
  - 11.1.3 You may not use Bamboo except in compliance with the Apache License.
  - 11.1.4 Unless required by applicable law, software distributed under the Apache License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.
  - 11.1.5 See the Apache License for the specific language governing permissions and limitations under the Apache License.
  - 11.1.6 **Important.** Bamboo will only be supported by us under this Agreement if you have a licence and current Support Package for SQL Toolbelt. In such circumstances, Bamboo will be treated as Licensed Software under this Agreement, solely for the purposes of receiving support as part of your Support Package for SQL Toolbelt. The Apache License shall continue to apply to your use of the Bamboo. Other than the provision of support as set out in this paragraph, we accept no liability in relation to your use of Bamboo.
- 11.2 Oracle drivers

- 11.2.1 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.
- 11.2.2 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.

## **12 Retired Software**

- 12.1 Subject to clause 7.9, from the date of retirement specified in the notice ("**Retirement Date**"), you can continue to use Retired Software under the terms of this Agreement, except: (a) clauses 3, 5.1, 5.4, 6.3 and 9.1 of this Agreement shall not apply in respect of any use of the Retired Software after the Retirement Date, (b) clause 5.3 shall be deemed to include a reference to the Retired Software

### **Schedule 3**

Information on the data we collect about you and how we treat that data is set out in our Privacy Notice under this Schedule 3; provided that any changes made in the Privacy Notice as to the data we collect about you and how we treat that data after the date hereof are not effective against you unless and until approved by the contracting officer in writing; provided, however, that any changes to the Privacy Notice that are required by law shall not require approval by a contracting officer.

### **Privacy Notice**

Redgate (which means Red Gate Software Limited and its subsidiaries) respects your privacy. All information you give us is held with the utmost care and security.

Please take time to review this privacy notice as it sets out our privacy practices and tells you how your personal information will be treated by us. We do not sell, rent or loan any identifiable information regarding our customers to any third party.

Only in the circumstances described within this Privacy Notice would we share your information with any third party.

Our use of personal data is in accordance with the General Data Protection Regulations 2016 (GDPR).

### **How we use your information**

If you're visiting our websites, using our products and services, working with any of our teams, meeting us at events or applying for a role with us, this privacy notice sets out what data we collect, and how we use it. It also describes your rights regarding our use of your data.

We collect common types of personal information, such as: name, job title, company, industry, postal address, email address, phone number, and your computer's IP address.

We will use the personal information provided to us to:

- Process orders submitted by you
- Identify the Redgate 'certified partner' that is best placed to support your software purchase if you cannot purchase directly from us;
- Customize the service we provide to you
- Administrate or otherwise carry out our obligations in relation to any agreement you have with us
- Verify your identity (e.g. if you participate in any promotions administered by us)
- Anticipate and resolve any problems with any goods or services supplied to you
- Carry out market research and surveys
- Send you our newsletter, where this is requested by you
- Track your engagement with us, including through our website, articles and newsletters
- Understand how you use our products and services
- Contact you by telephone and send you follow-up communications relating to your use of software downloaded from our website
- Send you information about our other products and services
- Process your application if you apply for a role with us

This privacy notice tells you what to expect when Redgate collects personal information. It contains more information about:

- Visiting our websites
- How we use cookies

- Newsletters
- Contacting us via social media
- Contacting our product and support teams
- Call recording
- Information sent to us when you use our products
- Applying for a role with us
- Sharing your information with third parties
- Transferring your information outside of the European Economic Area
- Your rights
- Complaints or queries
- Reporting security issues
- Changes to this privacy policy
- Questions about data privacy

### **Visiting our websites**

When you visit one of our websites, we collect standard internet log information and details of visitor behavior patterns, including through the use of third-party analytics services (such as Google Analytics). We do this to understand how people are using our websites, to manage their operation and to diagnose any problems. We retain these logs for up to three months.

We use Hubspot and Marketo to track your engagement with our website, and help give you the most relevant information on our products and solutions. This data is visible to our sales and marketing teams. We keep data you have provided to us, for example if you fill out a form on our website, or the duration of our commercial relationship with you.

We also use third-party services to help us identify visitors to our website to improve the way we offer our products and services.

We rely on lawful basis of legitimate interests to process this data.

Our website search is powered by Google. Search queries and results are logged anonymously to help us improve our website and search functionality. No user-specific data is collected by either Redgate or any third party.

### **How we use cookies**

Your web browser allows you to control whether cookies can be stored by our websites. However, disabling cookies will prevent certain parts of our websites from working correctly. Your web browser's documentation has more information on controlling cookie behavior.

We use cookies on our websites to:

- Maintain your active session
- Store your preferences
- Track the success of our marketing and advertising campaigns
- Analyze the way people use our websites
- Gather data on how our websites are performing

## **Community newsletters**

We send newsletters for SQL Server Central and Simple-Talk and Amazon Simple Email Service. We gather statistics around email opening and interaction using industry-standard technologies, including tracking pixels, to analyze the performance of email campaigns. We use data about your interactions with our emails as an indicator of your interest in our products. We may also use your interaction with our previous newsletters to send you more appropriate information in the future.

We rely on your consent to send you Simple Talk and SQL Server Central newsletters.

You can opt out of receiving these newsletters at any time by clicking the unsubscribe link in these emails, or by [managing your email preferences](#). For SQL Server Central, [manage your preferences here](#).

## **Contacting us on social media**

Redgate maintains a presence on Twitter, Facebook and LinkedIn. We manage your interactions with us using HubSpot as well as using social media platforms directly.

If you send us a message via social media, we may include this in our CRM systems.

We process this data on the basis of our legitimate interests.

## **Connecting with our product support teams**

If you engage with our support teams, we may ask you to provide additional information to help us assist you (like diagnostic logs). We may share this internally with our teams to support you and to enable them to reproduce and fix product issues. We may also cross reference your interactions with us in order to understand the customer journey, improve our self-help articles and to give you the best support experience.

Some of our products also include feedback mechanisms such as live chat. If you're signed into the product, we'll see your name and email address when you chat to us. Any information you send to us in the chat session will be shared with our product development and support teams.

Processing this data is necessary to allow us to fulfil your support contract with us.

## **Recording telephone calls**

We record some calls for training and quality purposes to help us evaluate our performance and better understand the needs of our customers. If you live in the USA and two-party consent is required, we'll let you know we're recording the call at the start.

We rely on legitimate interests as the lawful basis for processing this data.

## **Information sent to us when you use our products**

Our products send usage and fault reporting information to us. We use this to:

- Measure how many people are using the different versions of our products, and the different features within them
- Understand the environments in which our products are used (for example, the operating system version, SQL Server version, the amount of system memory and screen resolutions)
- Measure the success of our sales and marketing operations
- Guide product development decisions and improve our products

- Assist you in your evaluation, purchasing, and renewal of our products
- Compare your usage of our products against the licenses you've purchased

We use your basic environment and high-level usage data in conjunction with your records in our marketing and CRM systems. Your use of individual features is submitted anonymously and is not linked to your identity.

Some of our products allow you to submit error reports if something goes wrong. These contain logs and other diagnostic data, and you can choose to include your contact details and any additional information you think may be useful. Our support and development teams use this data to improve our products.

If you choose not to include diagnostic data with an error report, an anonymous record of the type of error which occurred will be sent. This allows us to measure how many of our customers experience errors and prioritise our focus for product development.

Automatically-sent usage reporting data is processed on the basis of our legitimate interests. If you choose to submit error reports, we rely on your consent to process this data. You can withdraw your consent at any time, by emailing [privacy@redgate.com](mailto:privacy@redgate.com).

### **Applying for a role with us**

If you apply for a role at Redgate, we will use the information you provide to assess your application.

If you are unsuccessful in your application, we will remove your data after 6 months. We may ask your permission to keep your details on file in our talent pool.

We use a third party, ICIMS, to manage our recruitment process. Their privacy policy is available [here](#).

We process data relating to your application on the basis of our legitimate interests. We also have a legal obligation to check you have the right to work in the country where you are applying to join us.

### **Sharing your information with other parties**

Redgate uses select organizations to help us process data which helps us deliver our products and services to you. We will not sell any data regarding your use of our products or services except as part of a reorganization or a sale of the assets of Redgate, and we will ensure that your privacy continues to be protected.

If you're a customer, potential customer or you otherwise have a commercial relationship with Redgate, you can find the current list of organizations [here](#).

### **Joining our Slack instances**

Some of our product teams use Slack to work with customers to guide the development of our products, and get feedback on features we're planning or developing.

If you join one of these instances, your username and any messages or files you post in public channels will be visible to teams within Redgate and any other customers who have joined the instance. Any messages you post in private channels will only be visible to Redgate teams and other customers in those channels (normally other colleagues from your organization).



Some of our Sales teams may also offer to collaborate with you on Slack. If you choose to do this, you will be invited to a private channel with appropriate colleagues from your company and selected Redgate employees. Messages in this Slack team will be deleted after 180 days.

If you wish to delete your account on one of these instances, you should [deactivate your account](#) in Slack, then contact us at [privacy@red-gate.com](mailto:privacy@red-gate.com). This will remove your profile information; any messages or files you have posted will remain.

### **Participating in Redgate University**

If you use our Redgate University content, we will identify you by the email address you sign in with so we can track your progress through the courses we offer, provide you with recognition of your achievements, and grant you access to content based on any Redgate licenses you have purchased or been assigned.

Your colleagues who manage your organisation's licenses may invite you to use Redgate University content. If you wish to delete your Redgate University account, contact us at [privacy@red-gate.com](mailto:privacy@red-gate.com).

We process this data on the basis of our legitimate interests.

### **Transferring your information outside of the European Economic Area**

In order to provide a global service, we transfer information to Red Gate Software Inc. and our service providers situated outside the European Economic Area [EEA], and it may be processed by staff operating outside the EEA. When we do this, we take steps to ensure that your privacy rights continue to be protected in accordance with EU data protection law.

### **Your rights**

Under the GDPR, you have rights as an individual which you can exercise in relation to the information we hold about you:

- Confirmation of personal data that is being processed
- Access to your personal data
- Other supplementary information as referred to (the information provided in our privacy policy)

If you object to the way we are processing your data, or would like us to erase your personal data, contact [privacy@red-gate.com](mailto:privacy@red-gate.com). If you have purchased products from us, we may need to keep some of your data (for example, records of your purchases) to comply with our legal obligations.

### **Complaints and queries**

Redgate tries to meet the highest standards when collecting and using personal information. We take complaints very seriously. If you feel our collection or use of information is unfair, misleading or inappropriate, we encourage you to bring this to our attention. We also welcome any suggestions for improving our procedures.

If you have any questions regarding this policy, or wish to make a complaint about the way we've handled your personal information, contact [privacy@red-gate.com](mailto:privacy@red-gate.com).

If you are unhappy with how we have used your data, you can complain to a supervisory authority. In the UK, this is the [Information Commissioner's Office](#).

### **Reporting security issues**

If you become aware of a security vulnerability in any of Redgate's products, services or websites, contact [security@red-gate.com](mailto:security@red-gate.com).

We encourage the responsible disclosure of security issues, and will act quickly on any vulnerabilities reported. We will not take legal action against you if you:

- Provide us with the information needed to reproduce and validate the vulnerability
- Avoid violating the privacy of our customers, staff and other users
- Avoid the destruction of data, or degradation of our services
- Do not modify or access data that is not your own
- Give us a reasonable time to address the issue before making any information public

### **Changes to this privacy policy**

We regularly review our privacy policy. This policy was last updated on 28<sup>th</sup> January 2020.

### **Questions about data privacy**

Redgate is the data controller for the information you provide unless otherwise stated. If you have any queries about the process or how we handle your information, contact [privacy@red-gate.com](mailto:privacy@red-gate.com).

You can also write to us at:

Compliance Manager  
Red Gate Software Limited  
Newnham House  
Cambridge Business Park  
Cambridge  
CB4 0WZ  
United Kingdom