

End-User License Agreement

IMPORTANT READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between the Licensee (either an individual or a single entity) and Wise Coders GmbH ("Licensor"), which covers the use of DbSchema and related software components ("Software").

If you do not agree to all of the terms of this EULA, then you should not download, install and use the Software. If you have already downloaded or installed the Software, you should remove the Software from your system and destroy all copies.

1. Definitions

1.1. "Licensor" or "We" means Wise Coders GmbH having its principal place of business at Gelbenholzenerstr 28, 82256 Fuerstenfeldbruck, Bayern, Germany, registered at Handelsregister HRB 246312, Amtsgericht Muenchen / Germany, VAT-ID DE322270935.

1.2. "Licensee" or "You" means an individual or a legal entity exercising rights under, and complying with all of the terms and conditions of this EULA or a future version of this EULA.

1.3. "Software" or "DbSchema" means software program known as DbSchema in binary form, including its documentation, any third party software programs that are owned and licensed by parties other than Licensor and that are either integrated with or made part of Software (collectively, "Third Party Software").

1.4. "License Certificate" means evidence of a license provided by Licensor to Licensee in electronic or printed form, and defines the optional rights related to the Software.

1.5. "License Key" means a unique key-code file, provided by Licensor or its authorized representatives, that enables the Licensee to use the Software.

1.6. "Personal Data" means any information relating to an identified or identifiable natural person.

2. Ownership

The Software is the property of the Licensor or its suppliers. The Software is licensed, not sold. Title and copyrights to the Software, in whole, and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of the Software regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Licensor. Any input and output data of the software will exclusively remain the property of the Licensee.

3. Grant of Licence

3.1. For DbSchema Commercial Edition

A Commercial license is the standard licensing option for organizations and business entities. Licenses are purchased by the company and can be used by any single person within this organization.

Subject to the terms, conditions, and limitations set forth in this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license to use the Software as follows:

(A) Licensee may:

(I) Install and use the version of the Software that has been specified in the License Certificate by one developer. The developer may use the same license on two Clients and operating systems, provided that the Software is not used both Clients and (or) operating system at a time

(II) The license is bind to a position in the company therefore if the current employee leaves and a new one fills the position, the latter may take over the license without additional fees or approval.

(III) Make back-up copies of the Software solely for archival purposes.

(B) Licensee may not:

(I) Sell, redistribute (except as set forth in Paragraph 5 herein), encumber, give, lend, rent, lease, sublicense, or otherwise transfer the Software, or any portions of the Software, to anyone without the prior written consent of Licensor;

(II) Reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;

(III) Allow the use of the same License Key by multiple Authorized Users, on multiple instances of License Server, on different Clients or operating systems at a time. The Software may contain a feature preventing concurrent use of the same License Key by multiple Authorized Users, on multiple instances of License Server, on different Clients or operating systems.

3.2. For DbSchema Personal Edition

Subject to the terms, conditions, and limitations set forth in this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license to use the Software as follows:

(A) Licensee may:

(I) Install and use the version of the Software that has been specified in License Certificate on multiple Clients and operating systems, provided that Licensee is the only user of the Software and that the Software is not used on more than one Client and (or) operating system at a time, and

(II). Make back-up copies of the Software solely for archival purposes.

(B) Licensee may not:

(I) Sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer the Software, or any portions of the Software, to anyone without the prior written consent of Licensor;

(II) Reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;

(III) Use the License Key on different Clients or operating systems at a time. The Software may contain a feature preventing concurrent use of the same License Key on different Clients or operating systems.

(C) Additional Limitations

Licensee acknowledges that this Agreement is only for natural persons and agrees to purchase the Software using Licensee's own funds only. Notwithstanding anything to the contrary set forth above, Licensee may not use the Software, and this Agreement shall not be in effect, in the event that Licensee does not pay the Software license fee using Licensee's own funds, or if any third party pays the Software license fee, or if Licensee expects or receives reimbursement for the Software license fee from any third party.

3.3. For DbSchema Academic Edition:

Subject to the terms, conditions, and limitations set forth in this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license to use the Software for non-commercial, educational purposes only (including conducting academic research or providing educational services) as follows:

(A) Licensee may:

(I) Install and use the version of the Software that has been specified in License Certificate on multiple Clients and operating systems, provided that a number of concurrent users never exceeds the number of Authorized Users specified in License Certificate and that the same License Key is not used concurrently by different Authorized Users, on different Clients or operating systems;

(II) Use the Software for non-commercial, educational purposes only, including conducting academic research or providing educational services, and

(III) Make one back-up copy of the Software solely for archival purposes.

(B) Licensee may not:

(I) Sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer the Software, or any portions of the Software, to anyone without the prior written consent of Licensor;

(II) Reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;

(III) Allow the use of the same License Key by multiple Authorized Users, or on different Clients or operating systems at a time. The Software may contain a feature preventing concurrent use of the same License Key by multiple Authorized Users, on different Clients or operating systems at a time, or

(IV) Use the Software for any commercial purpose

4. Evaluation license

The Licensor will provide the option to activate a trial version of the PRO Edition for 15 days, with the possibility to extend it for another 15 days from the website. After 15 days, the evaluation will automatically disable itself. The time-limited version is subject to all terms set forth in this EULA with the exception that the Evaluation License is not for general commercial use.

The Software contains a feature that will automatically disable the DbSchema PRO Evaluation after the Evaluation Period has expired. The Licensee may not disable, destroy, or remove this feature of the Software, and any attempt to do so will be in violation of this EULA and immediately terminate this agreement.

5. PERSONAL DATA

5.1. All purchasing operations are processed with our trusted partner PayProGlobal (<https://www.payproglobal.com/>) a global commerce platform. The Licensee's personal information required to purchase the Software is fully processed by PayProGlobal.

PayProGlobal is compliant with the latest:

- GDPR Policy (<https://payproglobal.com/compliance-data-privacy/>)
- Data Privacy Provisions (<https://payproglobal.com/legal/>)
- Privacy Policy (<https://payproglobal.com/legal/>)

5.2. The Licensor will process only the Email of the Licensee to communicate news and updates about the Software. DbSchema is compliant with the latest standards of GDPR Policy and applicable data privacy policies and laws.

5.3. Except for the DbSchema application logs, which are stored in <user home>/.DbSchema/logs we don't store any data regarding software usage.

6. Renewal & Upgrade

6.1. Licenses are valid for life with a purchased version of the Software. The license includes 1 year free upgrades to newly released versions of the Software

6.2. After 1-year, you can continue to upgrade the software to the latest releases by purchasing a low-cost renewal license. This renewal license is valid for 1-year and includes technical support. DbSchema is improved to support new databases, new features, database management tools, data, BI tools, query tools, security fixes, libraries updates, etc.

7. License Fees and Warranty

The licensee will pay to Licensor the license fee and other charges and expenses as set forth in an mutually agreed invoice.

8. Disclaimer of Warranty

Unless specified in this EULA, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid. We represent that we shall comply with all applicable laws, codes and regulations. Notwithstanding the foregoing, the Licensor warrants that services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

9. Limitation and Liability

9.1. Except with respect to intellectual property infringement, negligent acts or omissions or willful misconduct, breach of confidentiality obligations, breach of personal data to the extent not prohibited by law, in no event will Licensor (or any third-party-developer) or Licensee be liable for any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages, however, caused regardless of the theory of liability, arising out of or related to the use of or inability to use Software, even if Licensor has been advised of the possibility of such damages.

9.2. . Except with respect to intellectual property infringement, negligent acts or omissions or willful misconduct, breach of confidentiality obligations, breach of personal data, in no event will either party's liability to other, whether in contract, tort (including negligence), or otherwise, exceed twice (2X) the amount paid by Licensee for Software under this EULA.. Some states do not allow the

exclusion of incidental or consequential damages, so some of the terms above may not be applicable to either party.

10. Termination

10.1. If either Licensee or Licensor fails to comply with the terms and conditions of this Agreement, and such failure is not remedied within 30 days written notice, the non-breaching party may terminate immediately. The licensee may terminate this Agreement at any time by notifying the Licensor. Upon the termination of this Agreement, Licensee must delete the Software from its computers and archives within a reasonable timeframe. However, this obligation does not extend to automatically generated computer backup or archival copies created in the ordinary course of the receiving party information systems procedures, provided that the Licensee makes no further use of such copies. If the termination is due to a breach by the Licensor, the Licensee shall be entitled to a pro-rata refund of any fees paid for the unused portion of the license term.

10.2. Licensee agrees that upon the termination of this agreement for any reason Licensor may take actions so that the software no longer operates

11. Governing Law

This EULA will be governed by the laws of Germany, without reference to conflict of laws principles. Licensee agrees that any litigation relating to this EULA may only be brought in, and shall be subject to the jurisdiction of, any court in the United Kingdom.

Exclusive jurisdiction and place of performance is London, England, as long as permitted by applicable law. The United Nations Convention for the International Sale of Goods shall not apply.

This EULA is the entire agreement between Wise Coders GmbH and you, and supersedes any other communications or advertising with respect to the Software Product; this EULA may be modified only by written agreement signed by authorized representatives of you and ej-technologies.

If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect.

All rights not expressly granted in this agreement are retained by Wise Coders GmbH.

12. Integration

This EULA, including License Certificate, is the entire agreement between Licensee and Licensor relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations, and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties

relating to its subject matter during the term of this EULA. No modification of this EULA will be binding, unless in writing and signed by an authorized representative of each party.

13. Payment Terms

Sales and payments are processed through external payment processors (currently PayProGlobal). They are responsible for holding the customer-related sales data, including bank accounts and addresses, and for payments of country-specific taxes. Different payment methods are supported, including Purchase Orders which would require a signed document from the customer and have an up to 60 days time allowed for payment. The Licensee reserves the right to choose and change payment processors at any time to ensure the best possible service and security.

14. Malicious Code

Licensor will use reasonable efforts to ensure that Software is free of computer viruses, worms, Trojan horses, back doors, and other malicious code. For the Licensor to guarantee the authenticity of the Software, the Licensee must download the Software from <https://dbschema.com/download.html> or another certified download site, and make sure the digital certificate is correctly prompted and confirmed at download. If any issues or concerns arise regarding the authenticity or integrity of the Software, the Licensor will provide prompt support to the Licensee to resolve these issue.

15. Reservation of Rights

All rights not expressly granted in this EULA are reserved by Licensor.

Licensor reserves the right to cease the support of the Software with a minimum of 90 days' notice . Any alterations to prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software will be communicated to the Licensee at least 90 days in advance. Existing Licensees will not be subject to price increases for the duration of their current license term

For exceptions or modifications to this Agreement, please contact Licensor at:

Web: <https://dbschema.com>

Email: support@dbschema.com

