

End-User License Agreement

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This End-User License Agreement (“EULA”) is a legal agreement between the Licensee (individual or entity) and Wise Coders GmbH (“Licensor”). By installing or using DbSchema (“Software”), Licensee agrees to the terms of this EULA.

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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").

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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.

1.7. "AI Module" means the optional artificial-intelligence functionality integrated in DbSchema, enabling users to submit database-design-related prompts, receive AI-generated responses, and optionally merge suggested schema changes into the design model or database.

1.8. "AI Service Provider" means the third-party provider(s) supplying AI processing capabilities to the AI Module.

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

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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 Licensee and can be used by the employees of the Licensee and its affiliated companies in the meaning of §§ 15 et. seq. AktG ("Affiliates") as well as their consultants and outsourcing providers providing services to the Licensee and its Affiliates (such authorized persons referred to as "Authorized Users").

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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:

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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:

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(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. Licensor processes only the Licensee's email address for delivering license information, security information, updates, and product-related communication. Processing is performed in accordance with the EU GDPR, the UK Data Protection Act 2018, and other applicable data-privacy laws.

5.3. Licensor does not collect or store database content, schema information, or usage data, except for local application logs stored under `<user home>/ .DbSchema/logs`, which remain on the Licensee's machine unless voluntarily shared for support purposes.

5.4 Database Connections (TLS). DbSchema is a desktop application. When DbSchema connects to a database, the network connection is established directly between the Licensee's environment and the database server using the relevant JDBC driver and database server settings. Wise Coders does not terminate or proxy those database connections. Accordingly, TLS protocol/cipher support for database connections depends on the database server configuration and JDBC driver used by the Licensee.

5.5 Wise Coders Online Services (TLS). Wise Coders online services (e.g., licensing, downloads, AI subscription API, website) use industry-standard TLS configurations and do not intentionally support deprecated TLS versions (TLS 1.0/1.1). (TLS 1.0/1.1 are formally deprecated.)

5.6. If support-related data is processed outside the European Economic Area (EEA) or the United Kingdom, the Licensor ensures that appropriate safeguards are in place, such as Standard Contractual Clauses (SCCs) or other lawful transfer mechanisms.

5.7. Data Subject Rights. Licensees may request access, deletion, correction, or restriction of personal data processed by Licensor, subject to legal limitations.

5.8. The Parties agree that the Parties are independent controllers in relation to the processing of the personal data under this EULA and undertake to comply with the following provisions:

(a) The Parties agree to process the personal data in accordance with all applicable data protection laws.

(b) The Licensor processes the personal data solely for the performance of services under this EULA and the related applicable legal obligations. The Licensor stores such personal data for no longer than is necessary for these purposes.

(c) The Licensor implements appropriate technical and organizational measures to ensure the security of personal data in its area of responsibility.

(d) The Licensor ensures that the persons it authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6. Security measures

Licensor maintains an information security management system aligned with **ISO/IEC 27001** and implements technical and organizational measures appropriate to the risks (access control, encryption in transit for online services, secure development, vulnerability management, incident response).

ISO/IEC 27001 Certification. Wise Coders maintains ISO/IEC 27001 certification covering the information security management system relevant to DbSchema development and supporting services. A certificate copy and scope statement can be provided under NDA.

Security Incident Notification (Online Services). If Licensor becomes aware of a security incident affecting Licensor-operated online services that results in unauthorized access to personal data processed by Licensor, Licensor will notify Licensee **without undue delay** and provide available information reasonably required for Licensee's compliance obligations.

7. 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.

8. 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 order document between Licensee and Licensor or between Licensee and a reseller. Payments are processed through approved, compliant payment processors, which act as independent controllers for billing-related personal data

9. Disclaimer of Warranty

8.1 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. Licensor will comply with applicable laws to the extent they apply to Licensor's provision of the Software and Licensor-operated online services.

8.2 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.

8.3. **AI Module Disclaimer.** AI-generated content is provided “as-is,” may contain inaccuracies, and must be reviewed by the Licensee. Licensor does not guarantee correctness, legality, or completeness of AI-generated output.

10. 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.

9.3. Licensor shall not be liable for decisions made based on AI-generated output, nor for any schema, data, business, or operational changes performed by Licensee as a result of using the AI Module.

11. Termination

11.1. 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.

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

12. 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 Germany.

Exclusive jurisdiction and place of performance is München, Germany, 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 Wise Coders GmbH.

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

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13. 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. This EULA may be modified only by written agreement signed by authorized representatives of both parties.

14. 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.

15. 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.

16. Reservation of Rights

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

The Licensor shall not materially reduce the functionality, performance, security, or availability of the Software during the License Term. Any planned discontinuation of support or modification that may materially affect the Licensee's use of the Software shall require prior written notice provided within 90 days in advance. In the event of any such material change, the Licensee shall have the right to terminate the Agreement with immediate effect and receive a pro-rated refund of any prepaid fees for the remaining portion of the License Term.

Any changes to pricing shall apply only to future renewal terms and shall not affect fees already agreed upon for the current License Term. All modifications to pricing, licensing terms, features, or support obligations shall require mutual written agreement of both Parties.

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

Web: <https://dbschema.com>

Email: support@dbschema.com

16. AI Module Terms

16.1. Description of AI Processing.

The Software includes an optional AI Module that allows the Licensee to:

- Submit natural-language prompts related to database design or modeling.
- Receive AI-generated suggestions, text, or schema modifications.
- Merge accepted changes into the local design model and/or connected database.

16.2. Data Transmitted to the AI Service.

The AI Module may operate in either (a) Bring-Your-Own-API-Key, where the Licensee configures an API key for a third-party AI provider, or (b) Subscription Mode, where requests are authenticated via Licensor's servers.

BYO API Key mode: AI provider is an independent controller (per its terms); Wise Coders does not receive prompts.

Subscription mode: AI providers act as processors/sub-processors for generating responses under appropriate contractual safeguards.

In Subscription Mode, Licensor processes prompts and schema context only to provide the AI response, and does not use customer prompts/schema content to train proprietary models. Prompts/outputs are not stored except for minimal security/abuse logs retained for a limited period as described in our Privacy Policy.

AI Subscription Service (if used). If you use AI via a Wise Coders subscription, requests are authenticated through Wise Coders servers to provide the service and prevent abuse (rate limiting, fraud/security monitoring). We process prompts and schema context to return the AI response. We do not sell this data and do not use it to train proprietary models.

When the AI Module is used, **only contextual information necessary for generating the requested response** is transmitted, such as:

- Names of tables in the currently designed layout
- Column names, data types, relationships, and constraints
- User-provided prompts
No live database data, records, or sensitive information are transmitted unless the Licensee manually includes such text in a prompt.

16.3. Data Processing & Compliance.

The AI Service Provider processes transmitted information solely to generate responses. Processing complies with applicable privacy laws including GDPR, UK DPA 2018, and similar international regulations.

Where AI providers or hosting are located outside the EEA/UK, transfers rely on **SCCs/adequacy** plus technical safeguards.

16.4. Prohibited Use.

The Licensee agrees not to:

(a) submit personal data, credentials, secrets, or confidential production data unless the Licensee has a lawful basis and has assessed the risks;

(b) submit content infringing rights or violating laws;

(c) use AI output for automated decision-making with legal/significant effects without human review.

16.5. No Professional Advice.

AI-generated output is **not** legal, financial, or professional advice. Licensee must independently validate results before applying schema changes or acting on the output.

Wise Coders maintains a list of material sub-processors used for hosting, support tooling, and AI processing and will provide it on request. Wise Coders will notify customers of material changes where contractually required.

16.6. Safety and Accuracy.

AI output may be incomplete, outdated, or erroneous. Licensee is responsible for verifying the correctness, safety, and impact of any suggested schema or database changes.

16.7. Opt-Out.

The AI Module is optional. If Licensee does not wish to transmit schema information or prompts to an AI provider, the AI Module can be disabled in the Software settings.

17. Compliance With Emerging AI Regulations

(Non-legal-advice general clause)

Licensor endeavors to operate the AI Module in accordance with applicable modern regulatory frameworks governing AI systems, including transparency obligations, user-control principles, and data-minimization requirements under EU and UK law. However, Licensee remains responsible for ensuring its own use of the AI Module complies with all laws applicable to its activities.