Redgate Master Subscription EULA

Unless expressly agreed otherwise in writing by the parties, any use of Our Subscription Software is subject to the terms of this Subscription End User License Agreement ("**Agreement**"). Please read the full Agreement carefully.

You confirm that You accept and agree to be legally bound by all terms and conditions of this Agreement by placing an order and/or downloading and/or installing and/or using the Subscription Software. If You do not accept these terms, do not download, install or use the Subscription Software. Where an individual downloads and/or installs the Subscription Software for: (a) business use, such individual represents that they have the authority to agree to the terms of this Agreement on behalf of their employer; or (b) personal use, such individual represents that they are at least 18 years of age, and that they have the right, power and authority to enter into this Agreement.

IMPORTANT NOTICES:

1 This Agreement and Your Redgate quote shall prevail over Your standard terms and conditions (if any) attached to, enclosed with, or referred to in, Your purchase order or order confirmation; and

2 If You have purchased any perpetual software, software-as-a-service or professional service products from Us, such products or services will be governed by their respective terms and conditions.

TERMS AND CONDITIONS

1 SUBSCRIPTION

1.1 **Evaluation License**. You are entitled to a free trial of any Subscription Software (other than Freeware) for the purposes of deciding whether or not the applicable Subscription Software meets Your requirements ("**Evaluation Period**"). During each Evaluation Period the terms in Schedule 1 will apply.

1.2 **Subscription License**. In consideration of You paying Us the applicable Subscription Fee or Renewal Fee as appropriate, We grant You a non-exclusive, non-transferable right to access and use the Subscription Software during the Subscription Period subject to the terms of this Agreement including any applicable Product Specific Terms. Use of any Preview Software may be time limited and shall only be used for evaluation.

1.3 The rights under this Agreement are personal to You. You may not rent, lease, sub-license, sell, pledge, assign the benefit or delegate the burden of this Agreement or any Subscription Software to anyone, or hold this Agreement on trust for any other person. You shall ensure that Your employees comply with the terms of this Agreement and You agree to be responsible for the acts and omissions of Your employees with respect to use of the Subscription Software.

1.4 Except as stated in this Agreement, You have no right to use, copy, publish, display, distribute in whole or in part, modify or translate the Subscription Software or any part thereof. You may only decompile, reverse engineer, or disassemble the object code of the Subscription Software either in whole or in part, as expressly permitted by any intellectual property law.

1.5 You shall not use the Subscription Software to develop or license a product that is substantially similar to or competitive with Our software.

1.6 **Third Party Files**. The Subscription Software may contain or be provided with Third Party Files, which are subject to their own separate license terms. We shall not be liable under this Agreement for Your access and use of such Third Party Files. Your use of any Third Party Files is subject to Your compliance with the applicable license terms.

2 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

2.1 You acknowledge that: (a) the Subscription Software is licensed and not sold, and all Intellectual Property Rights in or relating to the Subscription Software are owned by or licensed to Us; (b) except as expressly granted under this Agreement, You have no rights in the Subscription Software; and (c) We shall have the right to use Your name and/or logo on customer lists on Our website and in other marketing material.

2.2 You hereby agree to refrain from any action which would diminish Our Intellectual Property Rights in or relating to any Subscription Software or which would call those rights into question.

2.3 You agree not to delete, remove or alter any trade marks, logos, copyright notices or similar proprietary notices or marks of Ours or Our licensors, including without limitation any electronic watermarks or other identifiers that may be incorporated in the Subscription Software. All representations of Our name or logo must remain as originally distributed.

2.4 **Customer Data**. Where You are using the Preview Software and/or Subscription Software within the Redgate

Environment, this clause 2.4 shall apply to such use. You own and retain all rights, title, and interests in and to Your Customer Data including any Outputs. You hereby grant Redgate, its affiliates and third party processors, a limited, non-exclusive, worldwide, royalty-free license to access, use, host, store, copy, transmit, display, process and modify, and create derivative works of Customer Data solely as necessary to: (a) provide, maintain, improve, secure, and support the Preview Software and/or Subscription Software in accordance with this Agreement and its applicable Documentation; (b) prevent or address technical problems, security issues, and abuse; and (c) improve and develop the Preview Software and/or Subscription Software, provided that any use for improvement and development will be limited to what is necessary for that purpose and will be subject to the confidentiality, security, and data protection obligations in this Agreement and the applicable Data Processing Addendum. This license continues for the term of the Agreement (and, as applicable, for any additional period We are required to retain Your Customer Data under the Agreement or law) and terminates when Customer Data is deleted or returned in accordance with the Agreement.

2.5 **Outputs**. You own all Outputs to the extent they constitute Customer Data or are derived from Customer Data subject to Our Intellectual Property Rights. We may use , reproduce and deliver Outputs to You to provide, operate, support and secure the Preview Software and/or Subscription Software.

3 PAYMENT

3.1 Each Subscription Fee (together with any levies, duties and/or taxes imposed on You in Your jurisdiction (including, but not limited to, value added tax, sales tax, use tax and withholding tax)) shall be due on the applicable Subscription Start Date and paid by You on the payment due date on the Redgate invoice issued to You.

3.2 Any Fees (together with any levies, duties and/or taxes imposed on You in Your jurisdiction (including, but not limited to, value added tax, sales tax and withholding tax)) shall be paid by You on the payment due date on the Redgate invoice issued to You.

3.3 You may not deduct any amounts from any Fees.

3.4 We reserve the right to charge interest of 2% above the Bank of England base rate in force from time to time, on any late payments due under this Agreement until such amount is paid.

3.5 Where You have obtained any Subscription Software through a Channel Partner, the terms You have agreed with such Channel Partner solely in relation to payment and invoicing will apply instead of this clause 3, all other terms of this Agreement shall apply to You and will remain in full force and effect.

3.6 Where You have chosen to pay Us using Recurring Billing the additional terms set out in Schedule 3 shall apply.

4 CONFIDENTIALITY AND FEEDBACK

4.1 In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to clause 4.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operation, plans strategies, customers, product information, software, pricing and other information of any kind whatsoever, developed or acquired by either party in connection with this Agreement, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: (a) all Customer Data (including all Personal Data) is and will remain Your Confidential Information; and (b) the structure, organization, and source code of the Preview Software and/or Subscription Software, and any information related thereto in any Documentation are and will remain Our Confidential Information or Confidential Information of Our licensors You agree not to provide or disclose any such proprietary confidential information of Ours (including relating to or derived from the Preview Software and/or Subscription Software) to any third party.

4.2 Subject to clause 4.3, Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

4.3 Notwithstanding the provisions of clause 4.2 or any other provisions of this Agreement, none of the exclusions set forth in clause 4.2 apply to any Customer Data, whether provided by or on behalf of You to Us or the Redgate Environment for processing or generated or derived from such processing and regardless of whether such

Customer Data may be publicly available or otherwise qualify for exclusion under any of the other provisions of clause 4.2.

4.4 Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither party would enter into this Agreement without assurance that such information and its value will be protected as provided in this clause 4 and elsewhere in this Agreement. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

4.4.1 not access or use, or permit the access or use of, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.

4.4.2 not use or permit the use of any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage over the Disclosing Party.

4.4.3 except as may be permitted by and subject to its compliance with clause 4.5, not disclose or permit access to Confidential Information other than to its Representatives who: (a) need to know such Confidential Information for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this clause; and (c) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this clause.

4.4.4 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own sensitive information and in no event less than a reasonable degree of care.

4.4.5 ensure its Representatives comply with and shall be responsible and liable for any of its Representatives' noncompliance with the terms of this clause 4.

4.4.6 notify the Disclosing Party in writing promptly of any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

4.5 If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under clause 4.4; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this clause, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by the Receiving Party will otherwise affect the Receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.

4.6 If You provide any ideas, suggestions or other input to Redgate relating to any Redgate products including Preview Software ("**Feedback**"), Redgate may use such Feedback at its sole discretion including in the development and licensing of its products and services (as applicable), without any obligations or restrictions. You acknowledge and agree that any Intellectual Property Rights arising in the Feedback, or the related improvements will be owned exclusively by Us, and You hereby assign absolutely and with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Us and such Intellectual Property Rights.

5 WARRANTY AND SUPPORT

5.1 Other than as provided in clause 10.10.2(i), We warrant to You that:

5.1.1 We own the Intellectual Property Rights in the Subscription Software and/or have the right to grant a license to You;

5.1.2 in creating the Subscription Software, We have not knowingly infringed the intellectual property rights of third parties; and

5.1.3 for a period of 90 days from the first installation of the Subscription Software (or, if applicable, 90 days from the end of the Evaluation Period if You continue to use the Subscription Software) the Subscription Software shall operate substantially in accordance with its description. However, You acknowledge that the Subscription Software is of such a complexity that there may be inherent defects and that therefore We can give no warranty that the Subscription Software is free from error or defect or that operation of the Subscription Software shall be uninterrupted.

5.2 Other than as provided for in clauses 5.1 and 10.10.2(i), We do not offer any warranty related to the Subscription Software and/or the support provided, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality, save for any non-excludable rights and remedies You may have under law. The Subscription Software has been developed as a standard product for use by a wide variety of users and so We are unable to warrant that the Subscription Software will meet any particular user's needs. You shall take full responsibility for ensuring that the Subscription Software is suitable for Your intended purposes and to facilitate investigation into such suitability, We offer a free Evaluation Period.

5.3 Regardless of clause 5.1, any Preview Software and Freeware 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, and the provisions of clauses 5.1, 5.4 and 9.2 shall not apply to the Preview Software and Freeware. Further Redgate is under no obligation to release the Preview Software as part of the Subscription Software or any other software.

5.4 **Support**. In relation to and without prejudice to the generality of clause 5.2 above, We provide support to users of Subscription Software via Our website, user forums, by email and by phone. The support is provided subject to the terms of this Agreement. You accept that, although We will use reasonable efforts to solve problems identified by You, the nature of software is such that no guarantee can be provided that any particular problem will be solved. You accept that, where a particular problem requires an update to the Subscription Software, the scheduling of any new releases and the functionality those releases contain shall be under Our sole control.

6 LIMITATION AND EXCLUSION OF LIABILITY

6.1 Nothing in this Agreement shall limit or exclude either party's liability for: (a) personal injury or death resulting from negligence; (b) fraud; or (c) any other matter for which liability cannot be excluded by law.

6.2 Subject to clause 6.1 and other than as provided in clause 10.10.2(ii), neither party shall be liable to the other party for any indirect, special or consequential loss or damage whatsoever arising under or in relation to this Agreement (whether in contract, tort (including negligence), 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. In relation to the Preview Software and Freeware, Our sole liability under this Agreement, subject to clause 6.1 shall be limited to ten pounds (GBP£10).

6.3 Subject to clauses 6.1 and 6.2 Our aggregate liability under and in connection with this Agreement howsoever caused shall be limited in all cases to the aggregate sum of the Subscription Fees or Renewal Fees (as applicable) paid in the 12 months prior to the event giving rise to the liability. Notwithstanding the foregoing, where liability relates to Our breach of Our obligations under the Data Processing Addendum, Our aggregate liability shall increase to two times (2x) the Subscription Fees or Renewal Fees (as applicable) paid in the 12 months prior to the event giving rise to the liability.

6.4 Except as expressly and specifically provided in this Agreement, You assume sole responsibility for results obtained from Your use of the Redgate Environment, and for conclusions drawn from such use. We shall not be liable for any damage caused by errors or omissions in any Customer Data or Outputs, information, instructions or scripts provided to Us by You in connection with the Preview Software and/or Subscription Software, or any actions taken by Us at Your direction. **You acknowledge that Outputs generated may contain errors and should be reviewed by Your appropriate personnel before use or reliance.**

6.5 The provisions of this clause allocate risks under this Agreement between You and Us, and the Fees reflect this allocation of risks and these limitations of liability.

7 SUBSCRIPTION PERIOD, TERMINATION AND RETIRED SOFTWARE

7.1 Your license to each Subscription Software shall commence on the applicable Subscription Start Date and, unless terminated earlier in accordance with this clause 7, shall continue for the Initial Subscription Period. Thereafter, Your license shall be automatically renewed for either 12 months or 36 months (each a "**Renewal Period**"), unless either party notifies the other party of termination in writing, at least 30 days before the end of the Initial Subscription Period or any Renewal Period, in which case the license shall terminate upon the expiry of the applicable Initial Subscription Period or Renewal Period. If Your license is automatically renewed the term length for Your next renewal period for each Subscription Software shall be either: (a) 12 months, if Your Initial Subscription Period and/or Your last Renewal Period was less than a 36 month term; or (b) 36 months, if Your Initial Subscription Period and/or Your last Renewal Period was for a term of 36 months or more.

7.2 We may terminate Your license and this Agreement immediately upon written notice to You if: (a) You fail to make payments for the Subscription Software when due and You do not make payment within 10 days of being notified

in writing to do so; (b) We reasonably believe or determine that Our provision of the Preview Software and/or Subscription Software to You is prohibited by applicable law; or (c) You breach any of the provisions of this Agreement other than payment, which are either not capable of being remedied or where they are capable of being remedied and You fail to remedy within 30 days of being notified to do so; or (d) You take or have taken against You (other than in relation to a solvent restructuring) any step or action which would result in You; (i) entering into bankruptcy, administration, provisional liquidation or any composition or arrangement with Your creditors; (ii) being wound up (whether voluntarily or by order of the court), (iii) being struck off the register of companies; (iv) having a receiver appointed to any of Your assets, or You entering a procedure in any jurisdiction with similar effect to the provisions in this subclause (d).

7.3 You may terminate this Agreement upon written notice to Us, if We commit a material breach of Our obligations under this Agreement which directly and demonstrably impacts Your digital operational resilience as set out under DORA (Reg (EU) 2022/2554), and We fail to remedy such breach within a 30 day cure period.

7.4 When all of Your licenses to Subscription Software have expired or been terminated then this Agreement shall terminate in its entirety.

7.5 Upon termination or expiration of Your license, You must cease use of the Subscription Software, and uninstall, destroy or put beyond use all copies of the Subscription Software in Your possession or control; You acknowledge that You are the ultimate owner of the Customer Data and hold the definitive source of such data and it is Your responsibility to extract the applicable reporting data including any Outputs that You wish to retain after termination of this Agreement from the Preview Software and/or Subscription Software. Upon termination of this Agreement the provisions of clauses 1.5, 1.6, 2, 3 (for any Fees that remain due and owing), 4, 5.2, 5.3, 6, 7, 9, 10.1 to 10.11 and 11 will remain in effect.

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

7.7 **Retired Software.** We reserve the right to retire any Subscription Software on written notice by Us at any time to come into effect at the end of Your then current Initial Subscription Period or Renewal Period (as the case may be). Upon receipt of such notice, You will no longer be entitled to renew Your licenses to such Subscription Software.

8 DATA COLLECTION AND PRIVACY NOTICE

8.1 Information collected by Us will only be used for the purposes described in this Agreement. Please see Our Privacy Notice, for further information on how We collect and use data which can be viewed at: https://www.red-gate.com/privacy.

8.2 Nothing herein shall be construed as prohibiting Us from utilizing any Usage Data, which We may collect to optimize and improve the Subscription Software, or otherwise operate Our business. We will only share Your Usage Data with Our third party processors as required to operate Our business, Our third party processor list can be viewed at: https://www.red-gate.com/website/third-parties.

8.3 You hereby authorize Us to aggregate and collect, for Our own purposes and analysis, user information, usage stats and other relevant data about Your use of the Subscription Software as part of the Usage Data.

8.4 You acknowledge that: (a) to the extent Redgate processes Customer Data on Your behalf for the provision of the Preview Software and/or Subscription Software, Redgate acts as processor and such processing is governed by the terms of the Data Processing Addendum; and (b) Redgate acts as the controller of the Usage Data collected in accordance with the Privacy Notice.

9 THIRD PARTY CLAIMS

9.1 You agree to indemnify Us from any loss or damage whether in contract, tort (including negligence), or otherwise: (a) if a third party claims that Your use of the Subscription Software causes Us any loss or damage, except in the circumstances in clause 9.2 below; and (b) against any third party claim to the extent relating to or arising from Customer Data or Your breach or alleged breach of: (i) this Agreement; or (ii) any applicable law or regulation.

9.2 If any claim is brought against You alleging that Your use of the Subscription Software in accordance with this Agreement infringes the rights of any third party, You shall promptly notify Us and supply full details of the claim. The two of us shall consult together on an appropriate course of action and seek to minimize the effect of any claim on the respective businesses. We shall have the right, but not the obligation, to take control of all negotiations and litigation arising out of the claim. We will pay any damages and costs awarded against You in connection with any claim subject to the limitations of liability in clause 6. We shall have the right, at Our sole choice, to either: (a) use reasonable efforts to negotiate terms for continued use by You of the claimed infringing software; or (b) use reasonable efforts to modify the Subscription Software to make it non-infringing; or (c) terminate this Agreement with immediate effect and in such event, We shall refund to You a pro rata refund of the Fees paid to Us for the period from termination to expiration of the current Subscription Period.

10 GENERAL

10.1 **Governing law and settlement of disputes**. This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the laws of England. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Without prejudice to any other rights or remedies that We may have, You acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 1, 2, 4 and/or the Product Specific Terms by You. Accordingly, We shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

10.2 **Compliance with applicable law**. You agree that, notwithstanding clause 10.1 above, You may be subject to additional laws in other jurisdictions with respect to Your use of the Subscription Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction including, without limitation, any applicable export laws or regulations.

10.3 **Severability**. If any provision or part of any provision in this Agreement is found to be illegal, invalid or unenforceable for any reason then the remaining provisions or part provisions remain unaffected and the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original.

10.4 **No waiver**. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

10.5 **No third party rights**. We and You do not intend that any of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and all rights by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

10.6 **No Assignment.** You are not permitted to assign or transfer this Agreement or any rights granted to You to any third party without Our prior written consent. If We consent to the assignment, this Agreement will be binding on Your successors and assigns.

10.7 **Audit.** Where the business model and payment for any Subscription Software is dependent on Your level of use (e.g. number of people or servers), You agree that We shall be entitled to inspect Your records annually to ensure that You are in compliance with the terms of this Agreement and have not exceeded the use that You have paid for. Any audit may be conducted by Us or Our third party agents during normal business hours.

10.8 **Entire agreement**. This Agreement including its schedules which are incorporated herein and form part of the Agreement, together with Your Redgate quote 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.

10.9 **Revisions to terms**. We reserve the right to revise the terms of this Agreement by updating this Agreement on Our website. You are advised to check the website periodically for notices concerning such revisions. If You do not agree with any such revision, You may terminate Your agreement within 10 days of the relevant revision without liability to Us. Your continued use of the Subscription Software shall be deemed to constitute acceptance of any revised terms. No revisions will apply retrospectively.

10.10 **Consumer regulations**.

10.10.1 This clause applies to Consumers only. You shall have the right to cancel this Agreement 14 days from the date You agree to be obliged to pay for the Subscription Software under this Agreement. Should You wish to cancel this Agreement under this clause 10.10, You must notify Us of Your decision to cancel by either: (a) returning a completed Model Cancellation Form (a copy of which is available here: https://www.red-gate.com/trust/cancellations) to Us; or (b) sending Us an email clearly confirming Your decision to: orders@red-gate.com. If You have any complaints about this Agreement, including complaints about the Subscription Software, please raise these with Redgate using the relevant contact details: https://www.red-gate.com/our-company/contact-us.

10.10.2 Australian consumer law

(i) Despite clause 5 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled; (i) to cancel Your service contract with Us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage

from a failure in the goods or service. If You think that the Subscription Software does not operate substantially in accordance with its description within the warranty period specified in clause 5.1.3, and You wish to make a claim under the warranty in clause 5.1.3, You must contact Us using the relevant contact details; https://www.red-gate.com/our-company/contact-us and provide details of how You think that the Subscription Software does not meet that warranty in clause 5.1.3.

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

10.11 **Notices.** References to notices being "written" or "in writing" includes email. Any legal notices to Redgate must be emailed to: legal@red-gate.com.

10.12 **Updating Your information**. Where You have updated Your company details including but not limited to Your address, name or email domain, You are required to notify Us to ensure the parties can continue to meet their obligations under this Agreement, please email Us at: legal@red-gate.com.

10.13 **Channel Partners**. If You purchase the Subscription Software through a Redgate authorized Channel Partner, You acknowledge that: (i) We are independent from such Channel Partner; (ii) any such Channel Partner does not have authority to bind Redgate in any way, make modifications to this Agreement or make any warranties or representations on Our behalf; and (iii) We do not have any liability whatsoever for any acts or omissions of any such Channel Partner.

10.14 **Third Party AI**. We may use technologies provided by Third Party AI for providing certain features in Our Preview Software and/or Subscription Software using the Redgate Environment. You acknowledge that: (i) We do not control or assume responsibility for the content, performance, availability or compliance of such Third Party AI; and (ii) Your use of such features is subject to the applicable terms of the relevant Third Party AI.

10.15 **Artificial Intelligence and Machine Learning.** We agree to not use Your Customer Data for training models other than for use by You. Any Outputs generated by the integrated AI (including via any Third Party AI) are provided "AS IS" and without any representation, guarantee or warranty of any kind. Redgate disclaims all liability for outcomes, decisions, actions or Outputs resulting from Your reliance on AI generated content. **You acknowledge that Outputs generated using AI may contain errors and should be reviewed by Your appropriate personnel before use or reliance.**

10.16 **Third Party Services**. Where You connect or configure the Freeware and/or Preview Software and/or Subscription Software to interoperate with any third party product, service, platform, or environment ("**Third Party Services**"), You are solely responsible for ensuring that such connection and Your use of the Third Party Services complies with the applicable third party terms and conditions. Redgate does not control, endorse, or accept any responsibility or liability for: (a) the availability, functionality, security, or performance of any Third Party Services; (b) any act or omission of the relevant third party provider; or (c) any loss, damage, or liability arising from or in connection with Your connection to, or use of, any Third Party Services. Redgate's obligations under this Agreement do not extend to any Third Party Services, whether or not integrated by You or accessible through the Freeware and/or Preview Software and/or Subscription Software.

11 DEFINITIONS

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

"**Channel Partner**" means any third party authorized by Us to sell licenses to the Subscription Software.

"**Confidential Information**" has the meaning set out in clause 4.1.

"**Customer Data**" means any data You provide or We collect on Your behalf to enable for the provision of the Redgate Environment. For information on the type of data collected please refer to the applicable Documentation for the Subscription Software or Preview Software.

"**Customer Portal**" means the customer portal We may make available to You to manage Your use of the Subscription Software.

"**Data Processing Addendum**" means the data processing agreement as set out on Our website https://assets.red-gate.com/purchase/assets/redgate-data-processing-addendum.pdf.

"**Disclosing Party**" has the meaning set in clause 4.1.

"**Documentation**" means the technical guides and documentation for the Subscription Software available on Our website https://documentation.red-gate.com/home.

"**Fees**" means the Subscription Fee and/or Renewal Fee and any other fees as set out on Your Redgate invoice.

"**Freeware**" means the software identified as available for licensing on a free basis as "Freeware" on Our website: https://www.red-gate.com/support/license/product-specific-terms#subscription selected by You and licensed to You under this Agreement, but expressly excluding the Third Party Files.

"**Initial Subscription Period**" means the initial period agreed with Us (as stated on Our invoice or on Your account page on Our Customer Portal), starting on the Subscription Start Date.

"**Intellectual Property Rights**" means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted worldwide.

"**Our**", "**Redgate**", "**Us**", and "**We**" means Red Gate Software Limited, a company registered in England with company number 3857576 and registered office at Cavendish House, Cambridge Business Park, Cambridge, CB4 0XB, England.

"**Outputs**" means any and all works created by the Preview Software and/or Subscription Software, including but not limited to any integrated AI and/or Third Party AI.

"**Preview Software**" means any beta version of the Subscription Software and/or its features made available to You for evaluation prior to full release.

"**Privacy Notice**" means the document entitled Privacy Notice on Our website (https://www.red-gate.com/privacy).

"**Product Specific Terms**" means the terms applicable to a specific item of Subscription Software as set out on Our website: https://www.red-gate.com/support/license/product-specific-terms#subscription.

"**Receiving Party**" has the meaning set out in clause 4.1.

"**Redgate Environment**" has the same meaning as set out in Schedule 2.

"**Recurring Billing**" means where You have chosen and given Us authority to charge You and take payment for the Subscription Software on a recurring basis.

"**Renewal Fee**" means the fees payable by You under this Agreement to Us for the relevant Subscription Software during the Renewal Period (excluding VAT and all other relevant taxes, where applicable), as detailed by Us from time to time including through Our website or Our Customer Portal, as part of a written quotation or renewal.

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

"**Representatives**" means, with respect to a party, that party's and its affiliates, employees, officers, directors, agents, independent contractors, service providers, and legal advisors.

"**Subscription Fee**" means the fee payable by You to Us for the relevant Subscription Software during the Initial Subscription Period (excluding VAT and all other relevant taxes, where applicable), as detailed by Us from time to time including through Our website or Our Customer Portal, as part of a written quotation.

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

"**Subscription Software**" means the software identified as available for licensing on a subscription basis as "Subscription Software" on Our website https://www.red-gate.com/support/license/software-editions#subscription, selected by You and licensed to You under this Agreement, but expressly excluding the Third Party Files.

"**Subscription Start Date**" means the earlier of: (a) the date of the invoice issued to You by Us under this Agreement; or (b) the date You pay the Subscription Fee.

"**Third Party AI**" means any artificial intelligence software, model, service, or functionality that is developed, owned, or operated by an entity other than Redgate, and which may be integrated with, accessed through, or used in conjunction with the Preview Software or Subscription Software. This includes, but is not limited to, generative AI models, machine learning algorithms, natural language processing tools, and other AI-based technologies provided by external vendors or platforms. Our current Third Party AI providers can be found on Our website: https://www.red-gate.com/trust/saas-subprocessors.

"**Third Party Files**" means the files identified in the installer, documentation, readme's or notice files for the applicable Subscription Software as third party files, including any open source software or third party plug-ins.

"**Third Party Services**" has the same meaning as set out in clause 10.16.

"**Usage Data**" means the statistical usage data derived from the operation of the Subscription Software, including any activity data of Yours and Your employees and the performance results for the Subscription Software. This Usage Data shall exclude Your Confidential Information.

"**You**" and "**Your**", means either: (a) an individual, where such individual downloads and/or installs the Subscription Software for their own personal use (also referred to as a "**Consumer**"); or (b) an organization or legal entity whereby either: (i) an employee or individual contractor of such organization or legal entity has downloaded and/or installed the Subscription Software for use by or in such organization or legal entity, or (ii) the Subscription Software has been installed automatically or via a script for use by or in such organization or legal entity.

Schedule 1

Evaluation Period

1 We grant You the right to use any Subscription Software for the applicable Evaluation Period. The length of the Evaluation Period is confirmed on the relevant product page for the applicable Subscription Software on Our website. The Evaluation Period may be extended by written agreement with Us.

2 To the extent permitted by law and subject to the other non-excludable rights and remedies You may have under law in relation to the relevant Subscription Software, during any Evaluation Period, You hereby agree that any Subscription Software is provided AS IS with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.

3 Other than as provided in clause 10.10.2(ii) of this Agreement, We shall not be liable for any claim, damages or other liability arising from or in connection with Your use of any Subscription Software during an Evaluation Period.

4 For the avoidance of doubt, during any 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 any Evaluation Period:

(a) if, in Your sole opinion, the Subscription Software has met Your requirements, and You wish to continue to use the Subscription Software beyond the end of the Evaluation Period, You can decide whether to obtain the equivalent Subscription Fee version. The Evaluation Period shall automatically terminate when You place an order for the Subscription Software. Once the appropriate license has been obtained or You have placed Your order, this Agreement shall continue in force (except that this Schedule 1 shall no longer apply).

(b) if You decide that the Subscription Software does not meet Your requirements, or otherwise do not wish to enter into a paid up license, then You shall destroy the Subscription Software and all copies, in any form including partial copies of the Subscription Software received from Us or made in connection with this evaluation and all Documentation relating thereto. Any rights of Yours to use the Subscription Software shall cease.

Schedule 2

Additional terms for use of Redgate Environment

This Schedule 2 is only applicable where expressly identified in the Product Specific Terms.

1 Definitions

1.1 In this schedule, the following definitions shall apply:

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

"**Redgate Environment**" means the software operated by Us and provided to You to store Your Customer Data.

"**UK GDPR**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2 Acceptable Use

2.1 You hereby agree that the Customer Data You provide or We collect on Your behalf is in compliance with the Acceptable Use provisions as set out in this paragraph 2. Redgate shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of the Customer Data as set out within the Data Processing Addendum. The parties agree to comply with the Data Processing Addendum which is incorporated into this Agreement, and all applicable data protection laws.

2.2 You may store data and keep a history of changes using the Subscription Software or Preview Software. You may not upload to the Redgate Environment any data that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, color, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property.

2.3 Without limiting the foregoing, You must not upload, create, receive, maintain, transmit or otherwise process through the Redgate Environment any sensitive personal data or any personal data that is subject to: (a) heightened regulatory requirements, including without limitation, any data that constitutes as "Protected Health Information", as defined under HIPAA Privacy Rule (45 C.F.R Section 160.103) or other health related data subject to healthcare or medical confidentiality laws; (b) special category personal data (as defined under applicable data protection laws); (c) any security sensitive information including but not limited to credentials or authentication secrets; or (d) any third party information without appropriate authorization.

2.4 We will hold a copy of the server, database configurations and Customer Data on Your behalf and will provide You with database instances to be used for development and testing purposes.

2.5 We acknowledge that, where applicable, all rights, title and interest in and to the Customer Data belongs to You and You agree that You shall have sole responsibility for the legality, reliability, integrity and quality of the Customer Data.

2.6 You acknowledge that:

2.6.1 the Redgate Environment may not be available to You all of the time and You are responsible for ensuring You have appropriate back-ups of the Customer Data;

2.6.2 except to the extent the Customer Data is Personal Data, We shall not be responsible for any loss, corruption or inaccuracy of the Customer Data We hold; and

2.6.3 Your use of the Redgate Environment is only permitted for the intended purpose set out in the applicable Subscription Software or Preview Software Documentation.

2.7 You are responsible for maintaining and securing Your network connections and telecommunications links from Your systems to the Redgate Environment, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

2.8 You shall not use the Subscription Software or Preview Software in any manner to designed to adversely impact the operation of the Redgate Environment. We reserve the right to cease/limit Your access to the Redgate Environment, if We believe this may be the case.

2.9 We reserve the right to impose usage limits on the Redgate Environment, at Our sole discretion.

3 Data Collection

3.1 You acknowledge that You determine the nature and content of the data You upload to the Subscription Software and/or Preview Software. To the extent the Customer Data contains Personal Data which is subject to data protection legislation, We will act as a processor of the Customer Data on Your behalf, and paragraphs 3.2 – 3.4 shall apply only to such Personal Data.

3.2 As the controller of the Customer Data, You are responsible for: (i) ensuring You have a lawful basis for uploading the Customer Data to the Subscription Software and/or Preview Software, including obtaining any necessary authorizations or consents from data subjects; and (ii) complying with all applicable data protection legislation.

3.3 We shall delete any of the Customer Data that We hold on Your behalf, within 30 days of receiving Your written request, by email to privacy@red-gate.com.

3.4 Any data protection terms used in this paragraph 3 and not defined in this Agreement shall have the meaning given in the UK GDPR.

Schedule 3

Recurring Billing

This Schedule 3 is only applicable where You have chosen to pay for the Subscription Software using Recurring Billing.

1 Definitions

"**Billing Account**" means the account number associated with Your billing information and set out within Your Redgate quotes and invoices; and

"**Redgate ID**" means Your user account to Redgate's website (www.red-gate.com), which enables You to access the Customer Portal.

2 Order Placement and Acceptance

2.1 You can sign up for Recurring Billing with Us by:

2.1.1 online via Redgate's website (www.red-gate.com); or

2.1.2 using the payment link on Your Redgate quote or invoice.

2.2 All order details shall be written in English. You can modify Your order details before Redgate's acceptance of Your order by emailing Us at: orders@red-gate.com. English is the preferred language for all order related inquiries.

2.3 **Tax**. Where You are subject to indirect taxes including but not limited to VAT, sales tax, goods and services tax, You shall provide Us with Your valid tax number or if You are exempt from tax, You shall provide us with Your valid tax exemption certificate by emailing Us at: orders@red-gate.com.

2.4 You will be required to sign in to Redgate's website using Your Redgate ID or will be required to create a Redgate ID if You are a new customer.

2.5 If You are new to Recurring Billing, We will ask You to provide Us with Your payment information and authorization to charge You on a Recurring Billing basis. The authorization shall be used to pay Your first Recurring Billing order and any future orders that are applied to Your Billing Account. These payment details shall be used to collect payment either: (a) immediately for Your first Recurring Billing order; or (b) when due for payment as set out on Your Redgate invoice.

2.6 Once Your order is placed You shall receive an email confirming Your order has been placed to the "Bill to" email address on Your Redgate quote or invoice.

2.7 **Acceptance**. Where We have accepted Your order You shall receive an invoice from Us sent to the "Bill to" email address on Your Redgate invoice. You shall be able to access Your license to the Subscription Software during the Subscription Term as set out within Your Redgate invoice by logging into the Customer Portal.

3 Payment

3.1 **Payments by credit card**. Redgate accepts major debit and credit cards via Our third party payment gateway provider Stripe. Redgate is not responsible for any payment failure resulting from inaccurate card details provided by You when placing Your order, any restrictions applicable to Your card by Your bank, or payment gateway failure. When processing Your credit card transactions, these details are solely collected by Our third party payment gateway provider, Redgate does not record or access Your card details. Where Your card details have expired, Your new card details will automatically be updated by Stripe.

3.2 **Payments via third parties.** Redgate accepts payment via GooglePay and ApplePay. Your use of any third party payment is subject to Your compliance with the applicable terms of service.

3.3 **Payment by direct debit (UK and EU bank and building society holders only)**. You can set up direct debit Recurring Billing payments online (www.red-gate.com) when placing Your order with Us via Our payment gateway provider Stripe. A direct debit guarantee/mandate is offered by all banks and building societies that accept instructions to pay direct debits. Where there are changes to the amount, payment date or frequency of Your direct debit, We will notify You at least 10 business days in advance of Your designated account being debited. You can cancel Your direct debit at any time by contacting Your bank or building society and by emailing Us at: orders@red-gate.com.

4 Recurring Billing

4.1 Where an individual enters into Recurring Billing, they represent that they have full authority to do so and that they are over 18 years of age.

4.2 You agree that the payment method specified by You for Recurring Billing is and will continue to be linked to an

account that You own or are otherwise legally authorized to use, and that You will maintain funds or credit limit in the account linked to Your chosen payment method, as applicable to pay using Recurring Billing.

4.3 **Renewals**. If Your subscription renews in accordance with clause 7.1 of the Agreement, You authorize Redgate to charge Your chosen payment method automatically at the payment due date and amount set out on Your Redgate invoice.

4.4 Where You wish to change the payment method associated with Recurring Billing or have closed Your bank account, please email us at: orders@red-gate.com.

4.5 Where You have signed up to pay Us through Recurring Billing Your payment for all subsequent orders associated with Your Billing Account shall be taken using Your selected payment method, unless You advise Us otherwise in writing by emailing Us at: orders@red-gate.com.

LAST UPDATED 22 APRIL 2026