

ISPIRER SQLWAYS TOOLKIT END USER LICENSE AGREEMENT

Ver. 1.0, April, 2022

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY BEFORE USING **ISPIRER® SQLWays® TOOLKIT (“TOOLKIT”)**. BY USING TOOLKIT THE USER AGREES TO THE TERMS PROVIDED HEREIN. IF USER DOES NOT AGREE TO THE TERMS OF THIS EULA, THE USER MUST REMOVE AND CEASE TO USE THE TOOLKIT.

GENERAL TERMS & CONDITIONS

This EULA is entered into by and between Ispirer Systems OÜ, a limited liability company, (“Licensor”) and you (“User”), hereinafter collectively referred to as “Parties”. Licensor hereby licenses the Toolkit to User on the terms and conditions stated in this EULA, as well as in License Key (License Key restrictions constitute exhibit to this EULA), if any, and in bilateral license agreement valid for the Parties, if any. The Toolkit is owned, copyrighted and licensed by the Licensor, not sold.

DEFINITIONS

For the purposes of this EULA the following definitions are used:

“**Toolkit**” shall mean Ispirer SQLWays Toolkit, consisting of Ispirer SQLWays Wizard and Ispirer Assessment Wizard, all whole or partial copies of it in binary form and all other machine readable materials that are included with it or are provided for use with it, including any updates or error corrections provided by the Licensor.

“**Migration Software**” shall mean Ispirer SQLWays Wizard, a software in binary form for automated database migration from one programming language to another, that constitutes a part of the Toolkit, together with all other machine readable materials that are included with it or are provided for use with it, including any updates or error corrections provided by the Licensor.

“**Assessment Software**” shall mean Ispirer Assessment Wizard, a software in binary form for collecting statistical information about the database to estimate scope of the Migration project, that constitutes a part of the Toolkit, together with all other machine readable materials that are included with it or are provided for use with it, including any updates or error corrections provided by the Licensor.

“**Migration Project**” shall mean User’s prospective project (production or non-production) in course of which defined database scope shall be migrated into specified target programming language.

“**License Key**” shall mean a file or a unique sequence of digits and/or symbols provided to the User by the Licensor confirming the grant of Migration Software license, defining the allowed source and target migration directions, migration restrictions as to each type of database objects, allowed migration scope, availability of support and customization requests, as well as registration name and registration number, and enabling the full functionality of the Migration Software in accordance with EULA and license granted.

“**Customization Request**” shall mean opportunity to turn to the Licensor with one (1) request for customization of default conversion rules of Migration Software (for data, tables, stored procedures, triggers, functions, views, SQL objects, scripts, etc.), or introduction of new conversion rules required for Migration Project in order to achieve the highest possible level of automation for migration process during the period of validity of the License Key provided hereunder.

1. TERMS OF LICENSING

1.1. Types of Licenses. Licensor makes available Demo (evaluation purposes only), Free (specific license for exceptional purposes at no charge), Basic (no support and services license), Project (Standard, Professional, Enterprise or Ultimate depending on migration scope), Corporate (multiple projects for internal use), or ISV (multiple projects for third party end users) Migration Software licenses.

Type and restrictions of Migration Software license shall be stipulated in the License Key and in bilateral license agreement valid for the Parties, if any. Assessment Software requires neither license key nor registration and is open to be used under this EULA without specific restrictions.

1.2. Grant of License. User is hereby granted a nonexclusive non-transferrable license to use one (1) copy of Toolkit on one (1) computer or workstation subject to additional license agreement or License Key restrictions, if applicable. Toolkit can be installed to perform assessment of the scope of Migration Project using Assessment Software and to overview Migration Software, unless extended license is provided together with License Key.

1.3. License Key Restrictions and Activation. License Key limits the usage of Migration Software. PLEASE, ENTER THE LICENSE KEY WHEN RUN THE MIGRATION SOFTWARE AND CHECK WHETHER THE LICENSE KEY RESTRICTIONS CORRESPOND TO THOSE, AGREED ON WITH THE LICENSOR. User undertakes to enable License Key and start using the Migration Software under a prepaid License not later than twelve (12) months from the date the prepayment has been received by Licensor in full.

2. RETURN POLICY

User may request substitute of the Toolkit in case it doesn't run or fails to perform any activity. User may request replacement of the License Key in case it contains incorrect data as to any of the license restrictions, the user name and the number of licenses purchased. The request for replacement must be made within five (5) days from the date the Licensor sent to the User the License Key and made the Toolkit available for download, whatever is later. The Toolkit enabling the functionality in accordance with characteristics and the license restrictions, if applicable, is ineligible for return and replacement.

3. TOOLKIT COPIES

User may not make copies of the Toolkit except for one (1) back-up or archival copy for temporary emergency purposes.

4. SUBLICENSE AND DISTRIBUTION

User may not distribute registered copies of Toolkit to third parties, allow any third parties to access, use or support Toolkit. User may not rent, lease, license or sublicense Toolkit or any portions of it on a standalone basis or as part of a developed application or database.

5. PROHIBITION ON MODIFICATION, REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY

User may not modify or enhance or alter Toolkit in any way. User may not remove or alter any copyright notices or other proprietary notices on any copy of Toolkit. User may not also reverse engineer, decompile or disassemble Toolkit, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6. VERIFICATION OF PROPER USE

Licensor by its employees, contractors or agents may audit User's available records related to the use of Toolkit to verify the compliance with this EULA with at least seven (7) days prior written notice. Licensor will bear the expense of an audit with the exception of instances where the User is found, through such an audit, to be materially in violation of this EULA, in which case User will reimburse Licensor for the time, travel and material costs and fees reasonably associated with the audit, as well as adjustments to license fees or other amounts due revealed by such audit. Audits will be conducted during regular business hours at User's facilities and will not unreasonably interfere with User's business. Audits will be conducted no more than once in any twelve-month period. The audit and its results will be subject to the restrictions regarding confidential information.

7. TECHNICAL SUPPORT

7.1 Types of Support. Technical support may or may not be provided along with Migration Software. Demo and Free Migration Software licenses as well as Assessment Software license include General Support only. Basic Migration Software licenses do not include any support. Production Support is provided along with Migration Software Project, Corporate and ISV licenses at no charge. Production support may be purchased in addition to Basic Migration Software license at additional charge.

7.2. Time of Support. Toolkit Support is organized during Licensor working hours i.e. Monday-Friday, except for public holidays and holidays at Licensor's office, from 9 a.m. to 6 p.m. GMT (UTC+3).

7.3. General Support. General Support implies basic technical assistance and answers to any Toolkit-related questions. General Support is not prioritized and subject to workload of Licensor's technical team and volume and priority of issues.

7.4. Production Support. Production Support includes General Support and additionally implies overall technical assistance and expert advice on database migration issues subject to the following priority:

Priority 1 (Critical): Errors causing the Migration Software to crash or otherwise abnormally terminate and prevent the performance of all useful work as reasonably determined by Licensor.

Number per month: Unlimited

Response Time (business days): 1 day

Resolution Time (business days): 1-4 days

Priority 2 (Significant): Errors, which disable major functions from being performed as reasonably determined by Licensor.

Number per month: 10

Response Time (business days): 1 day

Resolution Time (business days): 3-6 days

Priority 3 (Minimal): Operational or installation errors, errors that limit usability of Migration Software as reasonably determined by Licensor.

Number per month: 5

Response Time (business days): 3 days

Resolution Time (business days): 4-8 days

Priority 4 (Nominal): All other errors as reasonably determined by Licensor and Customization Requests.

Number per month: 5 (Customization Requests not included)

Response Time (business days): 3 days

Resolution Time (business days): 4-12 days

Response Time may be extended or otherwise adjusted by Licensor subject to the volume and priority of issues.

8. MIGRATION SOFTWARE CUSTOMIZATION

Customization Requests are not provided along with Demo, Free and Basic Migration Software licenses. User may acquire any type of Project, Corporate or ISV Migration Software license with or without Customization Requests subject to the cost. Additional Customization Requests are available at additional cost. Customization Requests for Basic Migration Software licenses are available together with prepaid Production support only and at additional cost (new updated License Key shall be issued).

9. PROPRIETARY RIGHTS AND NON-DISCLOSURE

9.1 Ownership Rights. User agrees that Toolkit and the authorship, systems, ideas, methods of operation, documentation and other information contained in Toolkit, constitute intellectual properties and are valuable trade secrets of the Licensor or its suppliers and/or licensors and hence are protected by civil and criminal law, law of copyright, trade secret, trademark and patent of the United States, other countries and international treaties. User may use trademarks only insofar as to identify printed output produced by Toolkit in accordance with accepted trademark practice, including identification of trademark

owner's name. Such use of any trademark does not give User any right of ownership in that trademark. Licensor and/or its suppliers own and retain all rights, title, and interest in and to Toolkit, including without limitations any error corrections, customizations, enhancements, updates, modifications and derivatives, whether made by Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. User's possession, installation or use of Toolkit does not transfer to User any title to the intellectual property in Toolkit, and User will not acquire any rights to Toolkit except as expressly set forth in this EULA. All copies of Toolkit made hereunder must contain the same proprietary notices that appear on and in Toolkit. Except as stated herein, this EULA does not grant the User any intellectual property rights in Toolkit and the User acknowledges that the license granted under this EULA only provides the User with a right of limited use under the terms and conditions of this EULA. Licensor reserves all rights not expressly granted to the User in this EULA.

9.2 Source Code. User acknowledges that the source code of Toolkit is proprietary to the Licensor or its suppliers and/or licensors and constitutes trade secrets of the Licensor or its suppliers and/or licensors. User agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Toolkit in any way.

9.3 Confidential Information. User agrees that, unless otherwise specifically provided herein, Toolkit including its specific design and structure of individual programs constitutes confidential proprietary information of the Licensor or its suppliers and/or licensors. User agrees not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party. User agrees to implement reasonable security measures to protect such confidential information.

10. TERM AND TERMINATION

10.1. Term. Term of this EULA shall begin when it is accepted by the User and continues until uninstallation of the Toolkit. Licensor may terminate this EULA by offering the User a superseding agreement for the Toolkit or any replacement, modified version or a new release of the Toolkit provided that such replacement meets User's needs. Notwithstanding the abovementioned, User is entitled to continue to use the non-updated version of Toolkit in its own discretion. Moreover, Licensor has the right to revoke the license if User fails to comply with the terms of the licensing, including, but not limited to any delay to pay the invoice issued for particular license in full and within timeframe stipulated in the invoice. Without prejudice to any other rights, should User breach any of the license restrictions or this EULA, User's right to use the Toolkit will terminate automatically without notice.

10.2. Effect of Termination. Upon termination, User shall no longer be authorized to use the Toolkit in any way and shall erase all copies of the Toolkit. The respective rights and obligations of Licensor and User under the following provisions will survive termination: 6 (Verification of Proper Use), 9 (Proprietary Rights and Non-Disclosure), 10 (Term and Termination), 11 (No Warranty), 12 (Limitation of Liability), 13 (Indemnification), 14 (Injunctive Relief), 15 (Miscellaneous).

11. NO WARRANTY

TOOLKIT IS BEING DELIVERED TO THE USER "AS IS" AND THE LICENSOR MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. LICENSOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THE USER MAY OBTAIN BY USING TOOLKIT. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO THE USER IN THE USER'S JURISDICTION, LICENSOR MAKES NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION AND SATISFACTORY QUALITY FOR ANY PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE TO USER FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST

PROFITS OR LOST SAVINGS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, COSTS OR CLAIMS, INCLUDING CLAIMS FILED BY ANY THIRD PARTY. LICENSOR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID FOR THE TOOLKIT, IF ANY, OR 100\$, IF THE TOOLKIT IS USED FREE OF CHARGE.

13. INDEMNIFICATION

User agrees to indemnify, hold harmless, and at Licensor's request, to defend Licensor and its suppliers from any and all costs, damages and reasonable attorneys' fees resulting from any breach of this EULA or any allegation or claim that User's use of the Toolkit has violated any right of any third party or violated any law.

14. INJUNCTIVE RELIEF

User acknowledges and agrees that, notwithstanding any other provisions of this EULA, any breach or threatened breach of this EULA by User will cause Licensor irreparable damage for which recovery of money damages would be inadequate and that Licensor therefore may obtain timely injunctive relief to protect its rights under this EULA in addition to any and all other remedies available at law or in equity.

15. MISCELLANEOUS

15.1. Feedback. User may from time to time provide suggestions, comments or other feedback to the Licensor with respect to the Toolkit, Migration Software and/or Assessment Software (hereinafter "Feedback"). User agrees that any and all Feedback is and shall be entirely voluntary, owned by Licensor and shall not create any confidentiality obligation for Licensor. However, Licensor shall not disclose source of any Feedback without User's consent. Except as otherwise provided herein, Licensor shall be free to disclose and use such Feedback in its own discretion without obligation of any kind to User.

15.2. Complete Agreement. This EULA supersedes all prior understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof, which may only be modified by a written amendment. Should any terms of this EULA conflict with the terms of bilateral license agreement between the Parties the bilateral license agreement shall prevail.

15.3. Applicable Law and Settlement of Disputes. This EULA is subject to the law of the State of Washington (USA). This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Licensee agrees that the exclusive jurisdiction and venue for any claim or dispute relating to or arising out of this EULA or its subject matter will be in the federal and state courts located in Seattle, WA, and Licensee consents to the personal jurisdiction in such courts.

15.4. Unenforceability and Breach. If any provision in this EULA should be held illegal or unenforceable, the other provisions of this EULA will remain in full force and effect. A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

15.5. Notices. All notices required under this EULA shall be served electronically or at the address set forth below by postage prepaid and return receipt requested by certified mail carrier service.

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