

VersionSQL

Copyright (c) M.V. Webcraft, LLC

*** END USER LICENSE AGREEMENT ***

IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.

TERMS AND CONDITIONS

1. LICENSE

By receiving, opening the file package, and/or using VersionSQL ("Software") containing this software, you agree that this End User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by M.V. Webcraft, LLC your use of VersionSQL indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, M.V. Webcraft, LLC grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use VersionSQL in accordance with this Agreement and any other written agreement with M.V. Webcraft, LLC. M.V. Webcraft, LLC does not transfer the title of VersionSQL to you; the license granted to you is not a sale. This agreement is a binding legal agreement between M.V. Webcraft, LLC and the purchasers or users of VersionSQL.

If you do not agree to be bound by this agreement, remove VersionSQL from your computer now and, if applicable, promptly return to M.V. Webcraft, LLC by mail any copies of VersionSQL

and related documentation and packaging in your possession.

2. DISTRIBUTION

VersionSQL and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of VersionSQL contact M.V. Webcraft, LLC.

3. USER AGREEMENT

3.1 Use

Your license to use VersionSQL is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of VersionSQL.

3.2 Use Restrictions

You shall use VersionSQL in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of VersionSQL together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of VersionSQL may be used on one single computer location by one user. Use of VersionSQL means that you have loaded, installed, or run VersionSQL on a computer or similar device. If you install VersionSQL onto a multi-user platform, server or network, each and every individual user of VersionSQL must be licensed separately. In addition, each licensed copy of VersionSQL grants its user use of VersionSQL on one additional portable device or home

computer, so long as that device is used exclusively by the same user only.

Other users may not use your copy of VersionSQL. The assignment, sublicense, networking, sale, or distribution of copies of VersionSQL are strictly forbidden without the prior written consent of M.V. Webcraft, LLC. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of VersionSQL. If any person other than yourself uses VersionSQL registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation.

Purchase of a multi-user license permits you to distribute the specified number of licensed copies of VersionSQL entirely within your organization, solely for use by your employees and/or consultants. The multi-user license is not a concurrent-use license. The multi-user license is licensed on a per-user basis. Subject to the number of copies licensed by your organization, users may use VersionSQL as defined in the above terms for licensed copies. A licensed copy of VersionSQL may be reallocated within your organization provided that it is first uninstalled from the original equipment and its user discontinues use.

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile VersionSQL. Nor can you create any derivative works or other works that are based upon or derived from VersionSQL in whole or in part.

M.V. Webcraft, LLC's name, logo and graphics file that represents VersionSQL shall not be used in any way to promote products developed with VersionSQL. M.V. Webcraft, LLC retains sole and exclusive ownership of all right, title and interest in and to VersionSQL and all Intellectual Property rights relating thereto.

Copyright law and international copyright treaty provisions protect all parts of VersionSQL, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All

rights not expressly granted hereunder are reserved for M.V. Webcraft, LLC.

3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend M.V. Webcraft, LLC , its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of M.V. Webcraft, LLC's Software.

In no event (including, without limitation, in the event of negligence) will M.V. Webcraft, LLC , its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, VersionSQL or the use or inability to use VersionSQL or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

M.V. Webcraft, LLC's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by M.V. Webcraft, LLC) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to M.V. Webcraft, LLC.

3.5 Warranties

Except as expressly stated in writing, M.V. Webcraft, LLC makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the United States applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of United States therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of VersionSQL and destroy all copies of VersionSQL supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

3.8 Unsolicited Idea Submission Policy

You agree that any remarks, ideas, feedback, comments, suggestions or any other information that you may provide to M.V. Webcraft, LLC (collectively, a "Submission"), is entirely voluntary, and that M.V. Webcraft, LLC will be free to use any such feedback, comments or suggestions as M.V. Webcraft, LLC will see fit, without any obligation or compensation to you or any other person sending the Submission. M.V. Webcraft, LLC will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere, and you hereby irrevocably assign to M.V. Webcraft, LLC all rights therein. M.V. Webcraft, LLC will not be required to treat any Submission as confidential. you acknowledge that you are responsible for whatever material you submit, and will have full responsibility for the Submission, including its legality, reliability, appropriateness, originality, and copyright.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER

EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY VERSIONSQL AS WELL.

5. CONSENT OF USE OF DATA

You agree that M.V. Webcraft, LLC may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to VersionSQL. M.V. Webcraft, LLC may also use this information to provide notices to you which may be of use or interest to you. You further acknowledge that M.V. Webcraft, LLC may collect and anonymize any and all aggregated information reflecting the access or use of the Software (collectively, "Usage Data") to use for statistical purposes.