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In this Agreement, the following terms shall have the following meanings:

“Automation Agent” means an instance of automation of our Software. This can be scheduled automation or manually triggered automation;

“Per Automation Agent Licensed Software” means the Software listed in Schedule 7;

“Bundle” means a set of more than one of the Software products that are supplied together for a single price. The titles of the Bundles are listed in Schedule 4;

"Client Component" means, where the Licensed Software is Per OSE Licensed Software, any component of the Per OSE Licensed Software directed to or otherwise provided for accessing the Server Component;

“Distribution” in the context of the SQL Comparison SDK means an instance of any of the files comprising the SQL Comparison SDK installed on an OSE other than the one on which you are developing your SQL Comparison SDK implementation;

"DLM Automation Component" means any or all of the components of the software known as "DLM Automation" listed in Schedule 2;

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"Core Edition Software" means Software listed in Schedule 8, and/or on our website https://www.red-gate.com/products/free-tools, that is offered as a free edition (sometimes with limitations on the free use) as an alternative to a Licence Fee version.

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"Licence" means the licence to use the Licensed Software, set out in clause 3, 5 and/or Schedule 3 as appropriate;

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“Licensed Materials” has the meaning set out in Schedule 3;

“Licensed Software” means such of the Software, as is selected by you and as licensed to you under the terms of this Agreement, including any related manuals, help files or other documentation;

“Linked Software” means the complete set of Software associated with the relevant Bundle title as listed in Schedule 4;

“OSE” means an Operating System Environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights;

"Preview Software" means any beta version of the Software made available to you for preview prior to full release;

"Per OSE Licensed Software" means any or all of the Software listed in Schedule 1;

"Per User Licensed Software" means any or all of the Software listed in Schedule 2;

“Reseller” means any third party authorized by us to sell licences to the Software;

"Server Automated Process" means a task or job which runs or is triggered by a server;

"Server Component" means, where the Software licensed to you under this Agreement is Per OSE Licensed Software, the server-based components on a single OSE;

"Software" means any or all of the software products in executable form listed in Schedules 1 through 4 inclusive, and Schedules 7, 8 and 10;

"SQL Clone Entitlement" means, where the Licensed Software is SQL Clone, the usage entitlements you purchase for the Licensed Software;

"SQL Comparison SDK" (also known as "Synchronization Toolkit" or "SQL Toolkit") means any or all of the software, associated documentation and help files comprising an application programming interface as listed in Schedule 3;

“Support Package” means the support and upgrade package for the Licensed Software products as described in Schedule 5;

“Term” means the term for which we agreed to provide the Support Package to you during the purchase process;

“We”, “Our”, “Us” and the non-capitalised versions means Red Gate Software Limited, a company registered in England with company number 3857576 and having its registered office at Newnham House, Cambridge Business Park, Cambridge CB4 0WZ, United Kingdom;

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2 HEADINGS

The headings to the clauses and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.

3 EVALUATION LICENCE

3.1 In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Licensed Software for a period of 14 days from when it is initially installed by or on behalf of you ("Evaluation Period"). During the Evaluation Period you can decide whether or not the Licensed Software meets your requirements. The Evaluation Period may be extended by written agreement with us. Note that this clause 3 does not apply to the Freeware.

3.2 During the Evaluation Period, you hereby agree that the Licensed 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.

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3.4 For the avoidance of doubt, during the Evaluation Period: (a) clauses 5.1, 8.1, 9.3 and 13.2 of this Agreement shall not apply; and (b) clause 13.1 shall apply except that the reference to clause 13.2 is deleted.

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3.5.1 if, in your sole opinion, the Licensed Software has met your requirements, and you wish to continue to use the Licensed Software beyond the end of the Evaluation Period, you can decide whether to obtain a licence to the Free Edition Software, Core Edition Software or the equivalent Licence Fee version. Once the appropriate the licence has been obtained, this Agreement shall continue in force (except that this clause 3 shall no longer apply).

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5.1 In return for the mutual rights and obligations under this Agreement, and subject to (a) (other than in relation to the Freeware, the Free Edition Software, and the Core Edition Software) the payment of the Licence Fees by you to us and, where relevant, additional Licence Fees, (b) clauses 10 and 11 (and in relation to SQL Comparison SDK, paragraphs 1, 2 and 4 of Schedule 3, and in relation to SQL Clone, paragraphs 1 - 7 of Schedule 10) we grant to you in perpetuity a limited, personal, non-exclusive, non-sub-licensable and non-transferable licence:

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5.7 Licence to Preview Software. In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Preview Software.

5.8 For the avoidance of doubt: (a) clauses 3, 6, 8.1 and 8.4 of this Agreement shall not apply to the Free Edition Software, Core Edition Software, Freeware and Preview Software; and (b) clause 13.2 shall apply except that the wording "and in such event, we shall refund to you all Licence Fees paid" shall be deleted and replaced with ", but no financial reimbursement will be given to you in such circumstances."

5.9 SQL Comparison SDK. Where you have elected to take a licence for the SQL Comparison SDK with your selected Licensed Software, the terms set out in Schedule 3 shall apply in relation to such Licensed Software in addition to the Licence in clause 5.

5.10 DLM Automation and SQL Toolbelt. To contribute or input database changes to a Server Automated Process that uses any DLM Automation Component(s), you must have a licence for DLM Automation. A licence for DLM Automation is only available as part of a licence of the Bundle known as SQL Toolbelt.

5.11 VISUAL STUDIO 2017 Core Edition Software. Only where the Licensed Software is both accessed through Visual Studio 2017 and is listed in Schedule 8, the following shall apply:

5.11.1 the rights granted under clause 5 to use the Licensed Software shall continue only for the applicable licence period specified in Schedule 9 ("Free Licence Period").

5.11.2 Schedules 1-7 (inclusive) and 10 do not apply.

5.11.3 if at any time you obtain a paid up licence of SQL Prompt Pro or ReadyRoll Pro, your use of SQL Prompt Pro or ReadyRoll Pro (as applicable) will be governed by this Agreement, except that clauses 5.6, 5.8 and 5.11 will no longer apply.

5.12 SQL Clone. Where the Licensed Software is SQL Clone, the terms set out in Schedule 10 shall apply in relation to such Licensed Software in addition to the licence in clause 5.

5.13 If you breach this clause 5, the Licence or rights granted will automatically terminate in accordance with the provisions of clause 10.

6 PAYMENT

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6.2 Licence Fees shall be payable on installation of the Licensed Software and/or on purchase and/or renewal of a Support Package (as applicable), except where agreed otherwise in writing with us.

6.3 Licence Fees for certain of the Licensed Software may differ depending on your status, and our website will identify where this is relevant. In relation to such Licensed Software, you must let us know if your status changes and we will be entitled to invoice for additional Licence Fees if appropriate. Failure to inform us of a change of status is a breach of your Licence and this Agreement.

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7.4.2 consulted with the disclosing party; and

7.4.3 agreed with the disclosing party the content of the disclosure

provided that it shall not limit the disclosure in a manner which would prevent the receiving party from complying with a statutory or regulatory obligation or court order.

7.5 For the purpose of this clause 7, “receiving party” means the party receiving the confidential information and “disclosing party” means the party by whom confidential information is disclosed.

8 WARRANTY AND SUPPORT

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8.1.3 the Licensed Software shall operate substantially in accordance with its description. However, you acknowledge that the Licensed Software and related materials is of such a complexity that there will be inherent defects and that therefore we can give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted.

8.2 Other than as provided for in clause 8.1 above, we do not offer any warranty related to the Licensed Software and/or the Support Package, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality. The Licensed 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 Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for your intended purposes and to facilitate your checks of such suitability, we offer a free Evaluation Period.

8.3 In relation to the Free Edition Software, Core Edition Software, Preview Software and Freeware, you hereby agree that the Licensed 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.

8.4 Support. In relation to and without prejudice to the generality of clause 8.2 above, we provide support to users via our web site and user forums. You may also purchase a Support Package with certain of the Licensed Software, and when purchased, provision of the Support Package shall be subject to the terms of this Agreement. You accept that, although we will use reasonable endeavours to solve problems identified by purchasers of the Support Package, the nature of software is such that no guarantee can be provided that any particular problem will be solved. We shall have the right to withdraw services under the Support Package, without notice, if you are in default under any terms of this Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 We do not exclude our liability (if any) to you:

9.1.1 for personal injury or death resulting from our negligence;

9.1.2 for fraud; or

9.1.3 for any other matter for which liability cannot be excluded by law.

9.2 Subject to clause 9.1, 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 (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise):

9.2.1 any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or

9.2.2 any loss, or corruption, of software or data; or

9.2.3 any loss of use of hardware, software or data; or

9.2.4 any indirect, special or consequential loss or damage whatsoever,

even if we have been advised in advance of the possibility of such loss or damage.

9.3 Subject to clauses 9.1 and 9.2, our aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) shall be limited in all cases to the price paid for the Licensed Software. In relation to the Free Edition Software, Core Edition Software, Preview Software and Freeware, our sole liability under this Agreement, subject to clause 9.1, shall be as set out in clause 13.2 as amended by clause 5.8.

9.4 You acknowledge that the provisions of clauses 8, 9 and 13.1 are reasonable and reflected in the price which would be higher without those provisions, and you will accept such risk. In the event that any of the limitations or exemptions in this Agreement shall be found to be void, clauses 8, 9 and 13.1 shall be construed in accordance with clause 16.

10 TERM AND TERMINATION

10.1 The Licence shall commence upon your acceptance of its terms and shall continue in perpetuity unless terminated in accordance with clause 10.3 or 10.4, or otherwise in accordance with this Agreement.

10.2 Any Support Package you purchase will be provided for the Term, unless terminated in accordance with clause 10.3 or 10.4, or otherwise in accordance with this Agreement.

10.3 We may terminate the Licence and/or Support Package immediately and without notice if:

10.3.1 we reasonably suspect that you are using the Licensed Software for any purpose which contravenes the laws of England; or

10.3.2 you materially fail to comply with any provision of this Agreement.

10.4 The Licence will terminate automatically:

 10.4.1 if you uninstall the Licensed Software, or uninstall and destroy or voluntarily return the Licensed Software to us; or

 10.4.2 at the end of the Free Licence Period.

10.5 Where the Licence is terminated in accordance with clause 10.3 or 10.4, then the Agreement shall terminate in its entirety.

10.6 Upon termination of this Agreement, you must uninstall the Licensed Software and destroy all copies of the Licensed Software including all components of it in your power, possession or control.

10.7 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination. Following termination, no obligations or liabilities remain with us.

10.8 On termination of this Agreement, and except as under clause 10.5 above, the provisions of clause 1 (Definitions), 2 (Interpretation), 4 (Ownership of Intellectual Property Rights), clause 7 (Confidentiality), clauses 8.2 and 8.3 (Warranty), clause 9 (Limitation and Exclusion of Liability), clause 10 (Term and Termination), clause 11 (Audit), clause 13 (Third Party Claims), clauses 14 to 21 and paragraph 3 of Schedule 3, will remain in effect.

11 AUDIT

11.1 You agree that we shall have the right (where we reasonably suspect that the terms of clauses 5 and 6 have not been complied with or that you are otherwise in breach of this Agreement) upon reasonable notice to have an independent third party auditor enter your premises to audit any OSE system or electronic media onto which the Licensed Software or any adaptation, modification or copy of the Licensed Software has been installed in order to verify compliance with this Agreement. Prior to exercising such right to audit we and/or the third party auditor shall if required by you enter into an appropriate and reasonable confidentiality agreement. We will pay the costs of any such examination or audit unless such audit shows that additional fees are payable by you or that you are otherwise in breach of this Agreement, in which case you shall pay the costs of the examination or audit.

11.2 Where we reasonably conclude that additional Licence Fees are due from you under this Agreement, we shall make a request in writing. You shall pay such additional Licence Fees within thirty (30) days of the date of the request. Non payment of such fees shall, without prejudice to any other rights that we might have, give us the right to terminate this Agreement with immediate effect.

11.3 Where we reasonably conclude that you are otherwise in breach of this Agreement, we shall at our sole choice provide you with written notice of such breach and either (i) provide details of any remedial action required by you; or (ii) terminate this Agreement.

11.4 Where the SQL Comparison SDK is licensed to you, we shall also have the right to audit through independent certified public accountants all records and accounts of yours which contain information bearing upon the amount of Licensed Products licensed, sold or distributed by you. We shall ensure that such independent accountants are bound by confidentiality undertakings at least as onerous as those set out in clause 7. To the extent an examination and audit reveals more than 10 copies of Licensed Products incorporating Licensed Materials having been made, distributed, sold or licensed without the applicable licence fees having been paid, an appropriate payment shall be made promptly to us by you to reflect an amount of royalties agreed by the parties in relation to such Licensed Products, otherwise we may terminate this Agreement in accordance with clause 10.2.

12 DATA COLLECTION AND PRIVACY POLICY

 Information on the data we collect about you and how we treat that data is set out in our Privacy Policy, which can be viewed at: https://www.red-gate.com/our-company/about/legal.

13 THIRD PARTY CLAIMS

13.1 Except as in clause 13.2 below, if a third party claims that the Licensed Software, as a result of your use of the Licensed Software, causes loss or damage whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, then, without prejudice to our overall liability to such third party, you shall indemnify us from any such loss or damage.

13.2 If any claim is brought against you alleging that your use of the intellectual property associated with the Licensed Software 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 shall seek to minimise 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 a maximum of the aggregate sum of Licence Fees paid to us by you under this Agreement. We shall have the right, at our sole choice, either: (i) use reasonable endeavours to negotiate terms for continued use by you of the claimed infringing software; or (ii) use reasonable endeavours to amend the Licensed Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect and in such event, we shall refund to you all Licence Fees paid.

14 GOVERNING LAW AND SETTLEMENT OF DISPUTES

14.1 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.

14.2 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).

14.3 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 4, 5 and/or 7 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

15 COMPLIANCE WITH APPLICABLE LAW

You acknowledge and agree that notwithstanding the fact that this Agreement is governed by the laws of England you may be subject to additional laws in other jurisdictions with respect to your use of the Licensed Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction that apply to the Licensed Software including without limitation any applicable export laws or regulations.

16 SEVERABILITY

If any provision or part of any provision in this Agreement shall be found by any court, body or authority of competent jurisdiction to be illegal, invalid or unenforceable for any reason then 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. If this happens then the remaining provisions or part provisions are unaffected.

17 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.

18 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.

19 ENTIRE AGREEMENT

This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations (save for any fraudulent misrepresentation, fraud or concealment) or understandings between the parties in relation to such subject matter.

20 REVISIONS TO TERMS

We reserve the right to revise the terms of this Agreement by updating this Agreement on our website, or by notifying you by post or by email. You are advised to check the website periodically for notices concerning such revisions. Your continued use of the Licensed Software shall be deemed to constitute acceptance of any revised terms.

21 NO ASSIGNMENT

21.1 The Licence is personal to you. You may not assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person, provided that:

21.1.1 You shall, in relation to Per OSE Licensed Software, be entitled to assign or transfer the benefit of this Agreement once to another single OSE owned, leased and/or controlled by you or your employer or organisation for whom you have installed the Licensed Software for internal use. Any second or subsequent assignment or transfer of the benefit of this Agreement of Per OSE Licensed Software shall require our prior written consent, not to be unreasonably withheld; and

21.1.2 where the Licensed Software is Per OSE Licensed Software which includes a Client Component, you may use and install such Client Component on more than one OSE.

22 CONSUMER REGULATIONS

22.1 This clause applies to Consumers only.

22.2 You shall have the right to cancel this Agreement 14 days from the date you agree to be obliged to pay for the Licensed Software and/or Support Package under this Agreement.

22.3 Should you wish to cancel this Agreement under clause 22.2, you must notify us of your decision to cancel by either:

22.3.1 returning a completed Model Cancellation Form (a copy of which is available here: https://www.red-gate.com/our-company/about/legal to us; or

22.3.2 sending us an email clearly confirming your decision to the relevant email address on the "Contact Us" page of our website.

22.4 If you have any complaints about this Agreement, including complaints about the Licensed Software and/or Support Package, please raise these with Red Gate using the relevant contact details on the “Contact Us” page of our website.

SCHEDULE 1

PER OSE SOFTWARE

SmartAssembly

SmartAssembly Pro

SQL Backup

SQL Backup Lite

SQL Backup Pro

SQL Backup Standard

SQL Hyperbac

SQL Monitor

SQL Response

SQL Storage Compress

SQL Virtual Restore

SCHEDULE 2

PER USER SOFTWARE

.NET Demon

.NET Reflector Standard

.NET Reflector VS

.NET Reflector VSPro

ANTS Performance Profiler

ANTS Memory Profiler

ANTS Performance Profiler Pro

Data Compare for Oracle

DLM Automation\* (only available as part of the SQL Toolbelt, for purchases after 13th June 2016)

Exception Hunter

MySQL Compare

MySQL Data Compare

ReadyRoll Pro (only available as part of the SQL Toolbelt, for purchases after 31st May 2017)

Schema Compare for Oracle

Schema Doc for Oracle

SmartAssembly Developer

Source Control for Oracle

SQL Compare

SQL Compare Pro

SQL Comparison SDK

SQL Connect

SQL Data Compare

SQL Data Compare Pro

SQL Dependency Tracker

SQL Data Generator

SQL Doc

SQL Multi Script 5 Server

SQL Multi Script 10 Server

SQL Multi Script

SQL Multi Script Unlimited

SQL Object Level Recovery Native

SQL Packager

SQL Packager Pro

SQL Prompt

SQL Prompt Pro

SQL Refactor

SQL Source Control

SQL Test

\*The DLM Automation Components within DLM Automation are:

DLM Automation engine

DLM Automation PowerShell cmdlets

SQL Compare Pro command line

SQL Data Compare Pro command line

SQL Data Generator command line

SQL Doc command line

Redgate (SQL Server) JetBrains TeamCity plugin

Redgate (SQL Server) Visual Studio Team Services Build extension

Redgate (SQL Server) Visual Studio Team Services Release extension

Redgate (SQL Server) Jenkins plugin

Redgate (SQL Server) Atlassian Bamboo plugin

Redgate (SQL Server) Octopus Deploy step templates

SCHEDULE 3

SQL COMPARISON SDK

RedGate.SQLCompare.Engine.dll

RedGate.SQLDataCompare.Engine.dll

and their dependencies

SQL Comparison SDK additional terms:

The following additional terms shall apply to the Licensed Software listed in this Schedule:

1 Subject to paragraphs 3 and 4 of this Schedule and clause 11, you may use or incorporate up to 10 copies of any set of the files which comprise the Licensed Software and which are listed in this Schedule 3 (the "Licensed Materials") into up to 10 future products for onward Distribution or internal use (the "Licensed Products”) on Licence terms substantially similar to those contained in the Licence.

2 If you use and/or distribute any of the Licensed Materials in accordance with paragraphs 1, 3 and 4 of this Schedule and clause 11, you agree to comply with the following provisions:

2.1 you will distribute such files solely as part of a specific-purpose application program written using an authorized copy of the Licensed Software;

2.2 you remain solely responsible for support, service, upgrades and technical or other assistance relating to such files;

2.3 you will not use our name or logo without our prior written permission;

2.4 you will indemnify and keep indemnified and hold us harmless from and against all costs (including the costs of enforcement and reasonable legal costs), expenses, liabilities, injuries, direct, indirect or consequential loss, pure economic loss, loss of profits, loss of business, loss of employment, or depletion of goodwill and like loss arising out of the use, reproduction or distribution of Licensed Products incorporating Licensed Materials;

2.5 you will ensure that all your third party licensees of the Licensed Products comply with the terms of the Licence; and

2.6 you will not use the Licensed Materials, SQL Comparison SDK or other Licensed Software to manufacture or distribute a product that is substantially similar to or competitive with our Licensed Software and/or SQL Comparison SDK.

3 You will keep full and accurate records for copies and supplies of Licensed Products and shall, if requested, supply us with a statement giving details of all Licensed Products supplied to any person.

4 You shall only be permitted to distribute a maximum of 10 copies of the SQL Comparison SDK or any part thereof in Licensed Products. If you wish to distribute more than 10 copies of the SQL Comparison SDK or any part thereof in Licensed Products, then you must apply in writing to us, at our registered office, requesting a full commercial licence which will be subject to the payment of royalties as agreed between the parties.

5 If you breach the terms set out in this Schedule, we may terminate the Licence in accordance with the provisions of clause 10.

SCHEDULE 4

BUNDLE TITLES AND ASSOCIATED LINKED SOFTWARE

For convenience, we provide certain of the Software as packages or bundles of a number of the software products. The Bundle titles and the Linked Software associated with each Bundle are:

Deployment Suite for Oracle Data Compare for Oracle

 Schema Compare for Oracle

 Schema Doc for Oracle (removed March 2013)

 Source Control for Oracle

SQL Backup & Restore Bundle SQL Backup Pro

(Bundle retired March 2013) SQL HyperBac

 SQL Virtual Restore

SQL Toolbelt DLM Automation

 ReadyRoll Pro

 SQL Backup Pro

 SQL Compare Pro

 SQL Comparison SDK

 SQL Connect (removed November 2014)

 SQL Data Compare Pro

 SQL Data Generator

 SQL Dependency Tracker

 SQL Doc

 SQL Monitor

 SQL Multi Script Unlimited

 SQL Object Level Recovery Native (removed November 2014)

 SQL Packager (removed November 2014)

 SQL Prompt Pro

 SQL Search

 SQL Source Control

 SQL Test

SQL Developer Bundle SQL Compare Pro

 SQL Connect (removed November 2014)

 SQL Data Compare Pro

 SQL Data Generator

 SQL Dependency Tracker

 SQL Doc

 SQL Multi Script Unlimited

 SQL Packager (removed November 2014)

 SQL Prompt Pro

 SQL Search

 SQL Source Control

 SQL Test

SQL Comparison Bundle SQL Compare

 SQL Data Compare

 SQL Dependency Tracker

 SQL Packager (removed November 2014)

 SQL Search

SQL Prompt Bundle SQL Data Generator

 SQL Dependency Tracker

 SQL Doc

 SQL Prompt Pro

 SQL Search

SQL DBA Bundle SQL Backup Pro

 SQL Compare

 SQL Data Compare

 SQL Doc

 SQL HyperBac (removed March 2013)

 SQL Monitor

 SQL Multi Script Unlimited

 SQL Prompt

 SQL Virtual Restore (removed March 2013)

.NET Developer Bundle .NET Reflector VSPro

 ANTS Memory Profiler

 ANTS Performance Profiler Pro

.NET Development Suite .NET Demon Commercial (removed November 2014)

(Bundle retired November 2014) .NET Reflector VSPro

 ANTS Memory Profiler

 ANTS Performance Profiler Pro

 SQL Connect (removed November 2014)

 SQL Prompt Pro

.NET Toolbelt .NET Demon Commercial (removed November 2014)

 .NET Reflector VSPro

 ANTS Memory Profiler

 ANTS Performance Profiler Pro

 SmartAssembly Professional

 SQL Connect (removed November 2014)

 SQL Prompt Pro (removed November 2014)

VS Productivity Pack .NET Demon Commercial

(Bundle retired October 2013) .NET Reflector VSPro

 SQL Connect

 SQL Prompt Pro

SQL Developer Suite SQL Compare Pro

(Suite removed July 2016) SQL Data Compare Pro

 SQL Data Generator

 SQL Doc

 SQL Prompt Pro

 SQL Search

 SQL Source Control

 SQL Test

SQL Toolbelt Essentials SQL Compare Pro

 SQL Data Compare Pro

 SQL Data Generator

 SQL Doc

 SQL Prompt Pro

 SQL Search

 SQL Source Control

 SQL Test

DLM Automation Suite Red Gate (SQL Server) Team City plugin

(Suite removed April 2016) Red Gate (SQL Server) TFS Build plugin

 SQL CI

 SQL Compare Pro

 SQL Data Compare Pro

 SQL Data Generator

 SQL Doc

 SQL Packager

 DLM Engine

DLM Automation Suite for Oracle Data Compare for Oracle

(Suite removed August 2016) Schema Compare for Oracle

Note that “Per Automation Agent Licensed Software” means the automation capabilities of the tools belonging to the DLM Automation Suite and the Deployment Suite for Oracle

SCHEDULE 5

SUPPORT PACKAGE

We provide support and upgrade services for specific Licensed Software products. An outline of the Support Package is given below and further details may be available from our website. Subject to payment of the relevant fee for the Support Package, the following shall apply:

1 The Support Package is purchased on an annual, non refundable, basis in advance except for Software provided on a subscription basis where the fees for the Support Package are included in the relevant subscription fee.

2 We shall supply upgrades to the Licensed Software as they are released.

3 We shall respond to email support requests from you within a reasonable period, normally one business day. Where we consider it necessary to facilitate efficient communication, we may contact you by telephone or otherwise.

4 We shall use reasonable endeavours to solve problems identified by you. Given the nature of software, it is not possible for us to warrant that we will be able to solve any particular problem in a given timescale, or at all. However, we undertake to keep you updated on progress and, where practical, provide an interim fix and/or workaround so that you can continue effective use of the Licensed Software.

5 You accept that, where a particular identified problem requires an update to the Licensed Software, the scheduling of any new releases and the functionality those releases contain shall be under our sole control.

SCHEDULE 6

HANDLING OF TAXES

For the purposes of this Schedule, “Withholding Tax” means any tax deducted at source for payments (typically interest, dividend or royalties) to a foreign corporation, as determined by the payer’s domestic tax legislation.

Payment of Licence Fees shall not be reduced on account of any taxes unless required by any applicable laws. We shall be responsible for paying any and all taxes (other than Withholding Taxes required by any applicable law to be paid by you) levied on account of, or measured in whole or in part by reference to, any payments we receive. You shall deduct or withhold from payment of the Licence Fees any taxes that you are required by applicable law to deduct or withhold. Notwithstanding the foregoing, if we are entitled under any applicable tax treaty or convention to a reduction of rate of, or the elimination of, applicable Withholding Tax, we may deliver to you or the appropriate governmental authority (with your assistance to the extent that this is reasonably required) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve you of your obligation to withhold tax. You shall render all reasonable assistance to us for this purpose as is requested by us (such assistance to include the signing by you or any of your officers of any required forms or other document so required). You shall apply the reduced rate of withholding, or dispense with withholding, as the case may be, provided that you have received evidence, in a form satisfactory to you, of our delivery of all applicable forms (and, if necessary, the receipt of appropriate governmental authorisation) at least 7 (seven) days prior to the time that the payments to us are due. If, in accordance with the foregoing, you withhold any amount from a payment to us ("Withholding"), you shall (subject to the provisions of this clause) pay to us the payment net of the Withholding when due, and shall account to the proper tax authority for the Withholding. You shall send to us proof of such Withholding and that such Withholding has been accounted to the proper tax authority (through a self-declaration issued by you) within 30 (thirty) days following payment of the Withholding to the tax authority and shall, if requested by us, provide to us a copy of any return made to a tax authority of the Withholding within 10 days of request (or, if later, within 10 days of such return being made to the relevant tax authority). We shall have the right, if permissible under applicable laws, to require you to delay payment of Licence Fees in order to enable us to benefit from any applicable double taxation or other taxation treaties or conventions. You shall indemnify, keep indemnified and hold harmless, us against all losses incurred or suffered by us arising out of your failure to duly and timely pay any tax to the applicable tax Authorities or other authorities within the relevant period in accordance with this clause.

SCHEDULE 7

PER AUTOMATION AGENT LICENSED SOFTWARE

DLM Automation Suite (purchased before 13th June 2016)

DLM Automation Suite for Oracle

SCHEDULE 8

RED GATE CORE EDITION SOFTWARE FOR VISUAL STUDIO 2017 (ONLY)

ReadyRoll Core Edition

SQL Prompt Core Edition

ReadyRoll Pro

SQL Prompt Pro

SQL Search

SCHEDULE 9

LICENCE PERIOD FOR SCHEDULE 8 SOFTWARE (ONLY)

ReadyRoll Core Edition: 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.

SQL Prompt Core Edition: 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.

ReadyRoll Pro: 28 day trial licence from when a trial is commenced through the in-product dialog by or on behalf of you. At the end of 28 days you can decide whether to (a) obtain a paid up licence for ReadyRoll Pro\*, or (b) move to a perpetual licence of ReadyRoll Core Edition, or (c) request a trial extension.

SQL Prompt Pro: 28 day trial licence from when a trial is commenced through the in-product dialog by or on behalf of you. At the end of 28 days you can decide whether to (a) obtain a paid up licence for SQL Prompt Pro, or (b) move to a perpetual licence of SQL Prompt Core Edition, or (c) request a trial extension.

SQL Search: 28 days from when it is initially installed by or on behalf of you, becoming perpetual if you create a Redgate account when prompted.

\* A licence for ReadyRoll Pro is only available as part of a licence of the Bundle known as SQL Toolbelt.

SCHEDULE 10

SQL CLONE

SQL Clone additional terms:

The following additional terms shall apply to the Licensed Software listed in this Schedule:

1. SQL Clone is licensed by number of SQL Clone Entitlements per SQL Clone Server. For each SQL Clone Server you wish to install you need a separate licence of SQL Clone.

2. A SQL Clone Entitlement is required by anyone creating clones using the SQL Clone Server, as well as anyone connecting to cloned databases to develop software.

3. Where 20 or fewer SQL Clone Entitlements are required, the SQL Clone Entitlements may only be purchased in licence packs, as specified on our website.

4. For each SQL Clone Server:

4.1 use is limited to and shall not exceed the number of SQL Clone Entitlements you have purchased for that SQL Clone Server;

4.2 there is no limit on the number of agents you may download or clones you may create.

5. SQL Clone Entitlements cannot be shared between SQL Clone Servers.

6. SQL Clone Entitlements may not be shared by users, except where the SQL Clone Entitlement is permanently re-assigned to a new user.

7. To continue to make use of your licence for SQL Clone, we may require you to update to the latest free version of the Licensed Software we make available from time to time.

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END OF Red Gate 'Data Tools' NOTICES, INFORMATION, AND LICENSE

%% symbol NOTICES, INFORMATION, AND LICENSE BEGIN HERE

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You may find a copy of the source code for symbol, if and as required under the relevant open source license, at http://3rdpartysource.microsoft.com. You may also obtain a copy of the source code for symbol for one year after our last shipment of this product, if and as required under the relevant open source license, by sending a check or money order for US$5.00 to: Source Code Compliance Team, Microsoft Corporation, 1 Microsoft Way, Redmond, WA 98052. Please write “source code for symbol” in the memo line of your payment.

---LICENSE--------------------------------------------

Mozilla Public License Version 2.0

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1. Definitions

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1.1. "Contributor"

 means each individual or legal entity that creates, contributes to

 the creation of, or owns Covered Software.

1.2. "Contributor Version"

 means the combination of the Contributions of others (if any) used

 by a Contributor and that particular Contributor's Contribution.

1.3. "Contribution"

 means Covered Software of a particular Contributor.

1.4. "Covered Software"

 means Source Code Form to which the initial Contributor has attached

 the notice in Exhibit A, the Executable Form of such Source Code

 Form, and Modifications of such Source Code Form, in each case

 including portions thereof.

1.5. "Incompatible With Secondary Licenses"

 means

 (a) that the initial Contributor has attached the notice described

 in Exhibit B to the Covered Software; or

 (b) that the Covered Software was made available under the terms of

 version 1.1 or earlier of the License, but not also under the

 terms of a Secondary License.

1.6. "Executable Form"

 means any form of the work other than Source Code Form.

1.7. "Larger Work"

 means a work that combines Covered Software with other material, in

 a separate file or files, that is not Covered Software.

1.8. "License"

 means this document.

1.9. "Licensable"

 means having the right to grant, to the maximum extent possible,

 whether at the time of the initial grant or subsequently, any and

 all of the rights conveyed by this License.

1.10. "Modifications"

 means any of the following:

 (a) any file in Source Code Form that results from an addition to,

 deletion from, or modification of the contents of Covered

 Software; or

 (b) any new file in Source Code Form that contains any Covered

 Software.

1.11. "Patent Claims" of a Contributor

 means any patent claim(s), including without limitation, method,

 process, and apparatus claims, in any patent Licensable by such

 Contributor that would be infringed, but for the grant of the

 License, by the making, using, selling, offering for sale, having

 made, import, or transfer of either its Contributions or its

 Contributor Version.

1.12. "Secondary License"

 means either the GNU General Public License, Version 2.0, the GNU

 Lesser General Public License, Version 2.1, the GNU Affero General

 Public License, Version 3.0, or any later versions of those

 licenses.

1.13. "Source Code Form"

 means the form of the work preferred for making modifications.

1.14. "You" (or "Your")

 means an individual or a legal entity exercising rights under this

 License. For legal entities, "You" includes any entity that

 controls, is controlled by, or is under common control with You. For

 purposes of this definition, "control" means (a) the power, direct

 or indirect, to cause the direction or management of such entity,

 whether by contract or otherwise, or (b) ownership of more than

 fifty percent (50%) of the outstanding shares or beneficial

 ownership of such entity.

2. License Grants and Conditions

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2.1. Grants

Each Contributor hereby grants You a world-wide, royalty-free,

non-exclusive license:

(a) under intellectual property rights (other than patent or trademark)

 Licensable by such Contributor to use, reproduce, make available,

 modify, display, perform, distribute, and otherwise exploit its

 Contributions, either on an unmodified basis, with Modifications, or

 as part of a Larger Work; and

(b) under Patent Claims of such Contributor to make, use, sell, offer

 for sale, have made, import, and otherwise transfer either its

 Contributions or its Contributor Version.

2.2. Effective Date

The licenses granted in Section 2.1 with respect to any Contribution

become effective for each Contribution on the date the Contributor first

distributes such Contribution.

2.3. Limitations on Grant Scope

The licenses granted in this Section 2 are the only rights granted under

this License. No additional rights or licenses will be implied from the

distribution or licensing of Covered Software under this License.

Notwithstanding Section 2.1(b) above, no patent license is granted by a

Contributor:

(a) for any code that a Contributor has removed from Covered Software;

 or

(b) for infringements caused by: (i) Your and any other third party's

 modifications of Covered Software, or (ii) the combination of its

 Contributions with other software (except as part of its Contributor

 Version); or

(c) under Patent Claims infringed by Covered Software in the absence of

 its Contributions.

This License does not grant any rights in the trademarks, service marks,

or logos of any Contributor (except as may be necessary to comply with

the notice requirements in Section 3.4).

2.4. Subsequent Licenses

No Contributor makes additional grants as a result of Your choice to

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