

**Redgate GSA Master Subscription EULA**  
**(USA Government)**

This End User License Agreement (“**Agreement**”) is entered into between the Ordering Activity placing an Order for the Subscription Software and **Red Gate Software Limited** a company incorporated in England and Wales with its registered office located at Cavendish House, Cambridge Business Park, Cambridge, CB4 0XB, England.

Collectively known as the “**Parties**” or individually as a “**Party**”.

Unless expressly agreed otherwise in writing by the Parties, any use of Our Subscription Software is subject to the terms of this Agreement. Please read the full Agreement carefully.

This Agreement is entered into on 20<sup>th</sup> November 2024 (“**Effective Date**”).

The Ordering Activity under the GSA Schedule contracts confirms that it accepts and agrees to be legally bound by all terms and conditions of this Agreement by placing an Order for 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 business use, such individual represents that they have the authority to agree to the terms of this Agreement on behalf of their employer.

**IMPORTANT NOTICE:**

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.

**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.

### **3 PAYMENT**

- 3.1 Each Subscription Fee 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 the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- 3.5 Where You have obtained any Subscription Software through a Reseller, the terms You have agreed with such Reseller 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.

### **4 CONFIDENTIALITY AND FEEDBACK**

- 4.1 The structure, organization, and source code of the Subscription Software, and any information related thereto in any documentation are proprietary confidential information of Ours or Our licensors, together with the terms of this Agreement and any pricing information contained in Your Redgate quote. You agree not to provide or disclose any such proprietary confidential information of Ours (including relating to or derived from the Subscription Software) to any third party.
- 4.2 The provisions within clause 4.1 will not apply to the extent that:
  - 4.2.1 such information is in the receiving Party's possession free from any restriction as to its use or disclosure; or
  - 4.2.2 the receiving Party can demonstrate that such information is in the public domain (other than as a result of an unauthorized disclosure).
- 4.3 Regardless of clause 4.1, You are permitted to disclose Our proprietary confidential information which You are required to disclose by law provided that prior to such disclosure You have: (a) given Us reasonable written notice of such proposed disclosure; (b) agreed with Us the content of the disclosure, provided that it shall not limit the disclosure in a manner which would prevent You from complying with a statutory or regulatory obligation or court order; and (c) You take all steps to ensure that the recipient agrees to maintain the confidentiality of the information.
- 4.4 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, without any obligations or restrictions. Redgate acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

### **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.
- 6.4 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 may be renewed for the period set forth in the Redgate renewal quote provide to You (each a "**Renewal Period**") by executing a written order for the Renewal Period.
- 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; or (b) 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 (c) 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 (c). When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 7.3 This Agreement shall commence on the Effective Date and shall continue for a period of 12 months ("**Expiry Date**"),

unless expressed otherwise within the Order. The Parties agree that 60 days prior to the Expiry Date they shall either: (i) agree to enter into updated terms; or (ii) terminate this Agreement.

- 7.4 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. 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.
- 7.5 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either Party accrued prior to termination.
- 7.6 **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 as set out in Schedule 3. The Privacy Notice may be non-materially changed by Us from time to time, We will notify You in writing of any material changes to the point of contact as set out in the applicable Order.
- 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.

## **9 THIRD PARTY CLAIMS**

- 9.1 Reserved.
- 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

## **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 Federal laws of the United States. 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 subject to Government security requirements, 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.** The Parties agree that this Agreement will take precedence over and supersede and replace any click to agree terms presented on download and/or installation of the Subscription Software. Any material changes to this Agreement shall not be effective unless mutually agreed in writing between the Parties.
- 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/privacy>) to Us; or (b) sending Us an email clearly confirming Your decision to: [orders@red-gate.com](mailto: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.

## 11 **DEFINITIONS**

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

“**Customer Portal**” means the customer portal We may make available to You to manage Your use of the Subscription Software;

“**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;

**“Order”** means the Order submitted to Redgate for the Subscription Software by the Ordering Activity;

**“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;

**“Preview Software”** means any beta version of the Subscription Software made available to You for evaluation prior to full release;

**“Privacy Notice”** means the document entitled Privacy Notice as set out in Schedule 3;

**“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>;

**“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;

**“Reseller”** means any third party authorized by Us to sell licenses to the Subscription Software;

**“Subscription Fee”** means the fee payable by You to Us for the relevant Subscription Software during the Initial Subscription Period, 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 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;

**“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; and

**“You”, “Your” and “Ordering Activity”**, means either: (a) reserved; 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:

“**Customer Data**” means the data You upload to the Subscription Software as part of Your use of the Subscription Software;

“**Personally Identifiable Data**” means any information relating to an identified or identifiable natural person; and

“**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 may store data and keep a history of changes using the Subscription Software. You may not upload to the Subscription Software 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.

2.2     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. We will hold the Customer Data only for the purpose of providing the Subscription Software.

2.3     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.

2.4     You acknowledge that:

2.4.1     the Subscription Software 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; and

2.4.2     except to the extent the Customer Data is Personally Identifiable Data, We shall not be responsible for any loss, corruption or inaccuracy of the Customer Data We hold.

2.5     You are responsible for:

2.5.1     ensuring You encrypt the Customer Data prior to uploading it to the Subscription Software; and

2.5.2     maintaining and securing Your network connections and telecommunications links from Your systems to the Subscription Software, 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.

**3**     **Data Collection**

3.1     You acknowledge that You determine the nature and content of the data You upload to the Subscription Software. To the extent the Customer Data contains Personally Identifiable 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 – 3.5 shall apply only to such Personally Identifiable Data. The details of the processing are set out at the end of this Schedule.

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, including obtaining any necessary authorizations or consents from data subjects; and (ii) complying with all applicable data protection legislation.

3.3     We will:

3.3.1     process the Customer Data only to the extent necessary for the purpose of providing the Subscription Software and in accordance with Your written instructions set out in this clause (except where We are required by law to process the Customer Data other than in accordance with Your instructions, in which case, We will inform You of the relevant legal requirement prior to such processing, unless the law prohibits the provision of such information on important grounds of public interest);



- 3.3.2 implement appropriate technical and organizational measures in accordance with the data protection legislation to ensure a level of security appropriate to the risks that are presented by such processing;
- 3.3.3 ensure that any employees or other persons authorized to process the Customer Data are subject to appropriate obligations of confidentiality;
- 3.3.4 notify You, as soon as reasonably practicable, about any request or complaint received from a data subject (without responding to that request, unless authorized to do so by You) and at Your cost, assist You by technical and organizational measures, insofar as possible, for the fulfilment of Your obligations in respect of such requests and complaints;
- 3.3.5 at Your request and cost, and taking into account the nature of the processing and the information available to Us, use reasonable efforts to, assist You with Your compliance with Your obligations under Articles 32 to 36 of the UK GDPR (where applicable);
- 3.3.6 where We transfer any Personally Identifiable Data outside of the UK, will ensure any such transfer meets the relevant requirements under Articles 44 - 50 of the UK GDPR;
- 3.3.7 at Your request and cost, make available all information necessary to demonstrate Our compliance with this paragraph 3 and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by You (or Your authorized representative) with respect to the Customer Data, save that You shall (or shall ensure Your authorized representatives shall):
- sign a non-disclosure agreement in terms acceptable to Us prior to undertaking such audit;
  - be accompanied by a Redgate employee at all times whilst on site during the audit;
  - use Your reasonable efforts to ensure that the conduct of any such audit does not unreasonably disrupt Our normal business operations; and
  - comply with Our relevant IT and security policies whilst carrying out any such audit; and
- 3.3.8 on termination or expiry of this Agreement, destroy or return (as You direct) all Customer Data and delete all existing copies of such data unless We are required to keep or store such data by law.
- 3.4 You acknowledge and agree that Redgate affiliates may act as sub-processors. We may also engage third party processors to carry out Our processing obligations under this Agreement. Sub-processors will, at all times, be subject to data processing obligations equivalent to those set out in this clause 3.4, and We will remain liable to You for such sub-processors. Our current third party sub-processors are listed in Our Privacy Notice. We will provide You with notification of any new sub-processors We intend to use. If You object to the use of a new sub-processor, You may terminate Your license on 30 days' written notice to Us.
- 3.5 Any data protection terms used in this paragraph 3 and not defined in this Agreement shall have the meaning given in the UK GDPR.

#### Personally Identifiable Data: details of processing

**Controller:** You

**Processor:** Red Gate Software Limited

**Nature, purpose and subject matter of processing:** Redgate will process Personally Identifiable Data contained within the Customer Data as necessary to provide the features of the Subscription Software that are hosted on Redgate's cloud environment under this Agreement, and as further instructed You in when using the Subscription Software.

**Duration of processing:** the duration of the Subscription Period plus 30 days OR if the Subscription Software is used for Evaluation only, the duration of the Evaluation Period plus 30 days.

**Categories of data:** You are solely responsible for determining what Personally Identifiable Data is contained in the Customer Data uploaded to the Subscription Software. Any categories of Personally Identifiable Data could be included.

**Data subjects:** You are solely responsible for determining what Personally Identifiable Data is contained in the Customer Data uploaded to the Subscription Software. The Personally Identifiable Data of any categories of data subjects could be included.

### **Schedule 3**

#### **Privacy Notice**

Redgate (which means Red Gate Software Limited and its subsidiaries, Red Gate Software Inc, Red Gate Software Pty, Red Gate Software GmbH and Red Gate Software Canada, Inc.) respects Your privacy. All information You give Us is held with the utmost care and security.

Please take time to review this privacy policy as it sets out Our privacy practices and tells You how Your personal information will be treated by Us. We do not sell, rent or loan any identifiable information regarding Our customers to any third party. Only in the circumstances described within this Privacy Policy would We share Your information with any third party.

Our use of personal data is in accordance with the Data Protection Act 2018 (GDPR) and the Federal data protection laws and regulations of the United States.

Redgate is registered with the Information Commissioner's Office (ICO) and Our registration number is Z9686370.

#### **How We use Your information**

If You're visiting Our websites, using Our products and services, working with any of Our teams, at events or applying for a role with Us, this privacy notice sets out what data We collect, and how We use it. It also describes Your rights regarding Our use of Your data.

We collect common types of personal information, such as: name, job title, company, industry, postal address, email address, phone number, and Your computer's IP address.

We will use the personal information provided to Us to:

- Process orders submitted by You
- Identify the Redgate 'certified partner' that is best placed to support Your software purchase if You cannot purchase directly from Us;
- Customize the service We provide to You
- Administrate or otherwise carry out Our obligations in relation to any agreement You have with Us
- Verify Your identity (e.g. if You participate in any promotions administered by Us)
- Anticipate and resolve any problems with any goods or services supplied to You
- Carry out market research and surveys
- Send You Our newsletter, where this is requested by You
- Track Your engagement with Us, including through Our website, articles and newsletters
- Understand how You use Our products and services
- Contact You by telephone and send You follow-up communications relating to Your use of software downloaded from Our website
- Send You information about Our other products and services
- Process Your application if You apply for a role with Us
- Work with You at events

This privacy notice tells You what to expect when Redgate collects personal information. It contains more information about:

#### **Visiting Our websites**

When You visit one of Our websites, We collect standard internet log information and details of visitor behavior patterns, including through the use of third party analytics services (such as Google Analytics). We do this to understand how people are using Our websites, to manage their operation and to diagnose any problems. We retain these logs for up to three months.

We use Marketo to track Your engagement with Our website, and help give You the most relevant information on Our products and solutions. This data is visible to Our sales and marketing teams. We keep data You have provided to Us, for example if You fill out a form on Our website, for the duration of Our commercial relationship with You.

We also use third party services to help Us identify visitors to Our website to improve the way We offer Our products and services.

We rely on the lawful basis of legitimate interests to process this data.

Our website search is powered by Google. Search queries and results are logged anonymously to help Us improve Our website and search functionality. No user-specific data is collected by either Redgate or any third party.

### **How We use cookies**

Your web browser allows You to control whether cookies can be stored by Our websites. However, disabling cookies will prevent certain parts of Our websites from working correctly. Your web browser's documentation has more information on controlling cookie behavior.

We use cookies on Our websites to:

- Maintain Your active session
- Store Your preferences
- Track the success of Our marketing and advertising campaigns
- Analyze the way people use Our websites
- Gather data on how Our websites are performing

### **Community newsletters**

We send newsletters for SQL Server Central and Simple-Talk and Amazon Simple Email Service. We gather statistics around email opening and interaction using industry-standard technologies, including tracking pixels, to analyze the performance of email campaigns. We use data about Your interactions with Our emails as an indicator of Your interest in Our products. We may also use Your interaction with Our previous newsletters to send You more appropriate information in the future.

We rely on Your consent to send You Simple Talk and SQL Server Central newsletters.

You can opt out of receiving these newsletters at any time by clicking the unsubscribe link in these emails, or by [managing Your email preferences](#). For SQL Server Central, [manage Your preferences here](#).

### **Contacting Us on social media**

Redgate maintains a presence on Twitter, Facebook and LinkedIn. We manage Your interactions with us using Marketo and Sprout as well as using social media platforms directly.

If You send Us a message via social media, We may include this in Our CRM systems.

We process this data on the basis of Our legitimate interests.

### **Working with Our sales teams**

Redgate's sales teams may reach out to You if We believe You are interested in Our products. We may use contact details You have entered on Our websites, provided to Us at events, or that We have received from services such as LinkedIn.

If You do not wish to be contacted, You can use the unsubscribe link on any emails, let the sales person who got in touch know, or email [privacy@red-gate.com](mailto:privacy@red-gate.com).

We rely on legitimate interests as the lawful basis for processing this data.

### **Purchasing from Us**

If You choose to pay for Redgate products or services through Our website, We will use a payment gateway provider to securely capture and process Your payment information.

If You have chosen to pay Us on a recurring billing basis, Stripe will hold Your payment information until You choose provide Us with notice to cancel recurring billing.

Where You have made a one-off payment to Us, Your payment information shall be deleted after payment is taken.

### **Connecting with Our product support teams**

If You engage with Our support teams, We may ask You to provide additional information to help Us assist You (like diagnostic logs). We may share this internally with Our teams to support You and to enable them to reproduce and fix product issues. We may also cross reference Your interactions with Us in order to understand the customer journey, improve Our self-help articles and to give You the best support experience.

Some of Our products also include feedback mechanisms such as live chat. If You're signed into the product, We'll see Your name and email address when You chat to Us. Any information You send to Us in the chat session will be shared with Our product development and support teams.

If You choose to share information with Us that contains information about Your environment, such as detailed diagnostic logs, database schemas or server names, We will treat it as confidential information, and will only use it to provide support to You, and diagnose and resolve any issues with Our products. You can ask Us to delete this information at any time.

Processing this data is necessary to allow Us to fulfill Your support contract with Us.

### **Participating in User Research**

Our product teams may reach out to You to invite You to participate in product and market research, for example user experience sessions, surveys or collaborative design exercises.

You are free to participate in these, but can choose not to at any point. If You do not wish to be contacted, please let Our teams know.

We rely on legitimate interests as the lawful basis for processing Your data.

### **Recording telephone calls**

We record some calls for training and quality purposes to help Us evaluate Our performance and better understand the needs of Our customers. If You live in a jurisdiction where two-party consent is required, We'll let You know We're recording the call.

We rely on legitimate interests as the lawful basis for processing this data. We retain call recordings for up to two years.

### **Information sent to Us when You use Our products**

Our products send usage and fault reporting information to Us. We use this to:

- Measure how many people are using the different versions of Our products, and the different features within them
- Understand the environments in which Our products are used (for example, the operating system version, SQL Server version, the amount of system memory and screen resolutions)
- Measure the success of Our sales and marketing operations
- Guide product development decisions and improve Our products

- Assist You in Your evaluation, purchasing, and renewal of Our products
- Compare Your usage of Our products against the licenses You've purchased

We use Your basic environment and high-level usage data in conjunction with Your records in Our marketing and CRM systems. Your use of individual features is submitted anonymously and is not linked to Your identity.

Some of Our products allow You to submit error reports if something goes wrong. These contain logs and other diagnostic data, and You can choose to include Your contact details and any additional information You think may be useful. Our support and development teams use this data to improve Our products.

If You choose not to include diagnostic data with an error report, an anonymous record of the type of error which occurred will be sent. This allows Us to measure how many of Our customers experience errors and prioritise Our focus for product development.

Automatically-sent usage reporting data is processed on the basis of Our legitimate interests. If You choose to submit error reports, We rely on Your consent to process this data. You can withdraw Your consent at any time, by emailing [privacy@red-gate.com](mailto:privacy@red-gate.com).

### **Using SQL Prompt+ EAP**

If You have been invited to and signed up for the SQL Prompt+ Early Access Program (EAP), when You use the AI Assistant, the prompt You provide, along with a representation of Your database schema, is sent to Redgate to provide the service. We do this to fulfil Our contract to You.

We may also use this data to improve Our products and services in the future. We do this on the basis of Our legitimate interests.

We use Microsoft's Azure OpenAI to help Us provide Prompt+ to You. This is currently hosted in the US East region.

If You wish to stop using the Prompt+ AI Assistant during the EAP, email [privacy-promptplus@red-gate.com](mailto:privacy-promptplus@red-gate.com).

### **Using Flyway Service**

If You choose to use the Flyway Service (Preview Software), data about Your Flyway projects and environments are sent to Redgate to provide the service. We do this to fulfil our contract to You.

We may also collect data about Your use of Flyway Service to improve Our products and services in the future. We do this on the basis of Our legitimate interests.

We use Microsoft Azure and Amazon Web Services to help us provide Flyway Service to You.

Your use of Flyway Service is in accordance with Schedule 2 of Redgate's Master Subscription EULA.

### **Applying for a role with Us**

If You apply for a role at Redgate, We will use the information You provide to assess Your application.

If You are unsuccessful in Your application, We will remove Your data after 6 months. We may ask Your permission to keep Your details on file in Our talent pool.

We use a third party, ICIMS, to manage Our recruitment process. Their privacy policy is available [here](#).

We process data relating to Your application on the basis of Our legitimate interests. We also have a legal obligation to check You have the right to work in the country where You are applying to join Us.



For certain roles, We will perform background checks as part of the application process. We use external companies to assist with these.

### **Meeting or working with Us at events**

If You attend an event We organize, or meet with Us at an event We're attending, We may use Your contact details to follow up with You about Our products. You can opt out at any time by using the unsubscribe link in Our emails.

If You're joining Us as a speaker or sponsor at one of Our events, We'll use Your contact details to work with You, and (where relevant) publish them on the event websites and other marketing materials.

We rely on the basis of Our legitimate interests in organising these events to process this data.

### **Sharing Your information with other parties**

Redgate uses select organizations to help Us process data which helps Us deliver Our products and services to You. We will not sell any data regarding Your use of Our products or services except as part of a reorganization or a sale of the assets of Redgate, and We will ensure that Your privacy continues to be protected.

If You're a customer, potential customer, or You otherwise have a commercial relationship with Redgate, You can find the current list of organizations [here](#).

### **Joining Our Slack instances**

Some of Our product teams use Slack to work with customers to guide the development of Our products, and get feedback on features We're planning or developing.

If You join one of these instances, Your username and any messages or files You post in public channels will be visible to teams within Redgate and any other customers who have joined the channels You're in. Some channels may be private channels created for Your organization; any messages or files You post in these will be visible to Your colleagues and Redgate teams in that channel.

Our product development Slack channels have a message history of 180 days, after which messages are automatically deleted. Some EAP Slack instances (separate to [redgate.slack.com](#)) may have longer retention policies if the development of these products is expected to span a longer duration.

Some of Our Sales teams may also offer to collaborate with You on Slack. If You choose to do this, You will be invited to a private channel with appropriate colleagues from Your company and selected Redgate employees. Messages in this Slack team will be deleted after 180 days.

If You wish to delete Your account on one of these instances, You should [deactivate Your account](#) in Slack, then contact Us at [privacy@red-gate.com](mailto:privacy@red-gate.com). This will remove Your profile information; any messages or files You have posted will remain.

### **Participating in Redgate University**

If You use Our Redgate University content, We will identify You by the email address You sign in with so We can track Your progress through the courses We offer, provide You with recognition of Your achievements, and grant You access to content based on any Redgate licenses You have purchased or been assigned.

Your colleagues who manage Your organisation's licenses may invite You to use Redgate University content. If You wish to delete Your Redgate University account, contact Us at [privacy@red-gate.com](mailto:privacy@red-gate.com).

We process this data on the basis of Our legitimate interests.

## **Transferring Your information outside of the UK or European Economic Area**

In order to provide a global service, We transfer information to Our subsidiaries and service providers situated outside the UK and European Economic Area [EEA], and it may be processed by staff operating outside the UK and EEA. When We do this, We take steps to ensure that Your privacy rights continue to be protected in accordance with UK and EU data protection law.

## **UK/US Data Bridge and EU/US Data Framework**

Redgate complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce.

Redgate has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, Redgate commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs) and the UK Information Commissioner's Office (ICO) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. For any enquires or complaints you should first contact Redgate at [privacy@red-gate.com](mailto:privacy@red-gate.com).

## **Limiting the use and disclosure of personal data**

Redgate uses select organizations to help Us process data which helps us deliver Our products and services to Our customers, potential customers, or if You otherwise have a commercial relationship with Redgate.

We do not sell any data regarding Your use of Our products or services except as part of a reorganization or a sale of the assets of Redgate, and We will ensure that your privacy continues to be protected.

If You wish to know more, please contact [privacy@red-gate.com](mailto:privacy@red-gate.com).

Redgate is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission. Redgate may be required to disclose Personal Data that We handle under the Data Privacy Framework in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

## **Binding arbitration**

In accordance with Redgate's commitment to resolve disputes fairly and efficiently, individuals are informed that they may have the right, under certain conditions, to invoke binding arbitration as a means of legal recourse.

Redgate acknowledges the obligation to arbitrate claims in a fair and equitable manner, adhering to the terms outlined in Annex I of the [Data Privacy Framework Principles](#). This obligation comes into effect provided that an individual has formally invoked binding arbitration by delivering a notice to Redgate and has complied with the procedures and conditions stipulated in Annex I of the Principles. Please inform us either by email to [privacy@red-gate.com](mailto:privacy@red-gate.com) or by post:

Privacy Team  
Red Gate Software Limited  
Cavendish House  
Cambridge Business Park  
Cambridge  
CB4 0XB  
United Kingdom

## **Onward transfers to third parties**

Redgate maintains responsibility for the protection of Your personal data as it is transferred to third parties. In the event of such onward transfers, Redgate remains liable for ensuring that the recipients of Your data uphold the same level of privacy and security. This commitment extends to all processing of personal data by third parties, in accordance with the Data Privacy Framework Principles.

If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles, the Principles shall govern.

To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit [www.dataprivacyframework.gov](http://www.dataprivacyframework.gov).

### **Your rights**

Under the GDPR, You have rights as an individual which You can exercise in relation to the information We hold about You:

- Confirmation of personal data that is being processed
- Access to Your personal data
- Other supplementary information as referred to (the information provided in Our privacy policy)

If You object to the way We are processing Your data, or would like Us to erase Your personal data, contact [privacy@red-gate.com](mailto:privacy@red-gate.com). If You have purchased products from Us, We may need to keep some of Your data (for example, records of Your purchases) to comply with Our legal obligations.

### **Complaints and queries**

Redgate tries to meet the highest standards when collecting and using personal information. We take complaints very seriously. If You feel Our collection or use of information is unfair, misleading or inappropriate, We encourage You to bring this to Our attention. We also welcome any suggestions for improving Our procedures.

If You have any questions regarding this policy, or wish to make a complaint about the way We've handled Your personal information, contact [privacy@red-gate.com](mailto:privacy@red-gate.com).

If You are unhappy with how We have used Your data, You can complain to a supervisory authority. In the UK, this is the [Information Commissioner's Office](#).

### **Reporting security issues**

If You become aware of a security vulnerability in any of Redgate's products, services or websites, contact [security@red-gate.com](mailto:security@red-gate.com).

We encourage the responsible disclosure of security issues, and will act quickly on any vulnerabilities reported. We will not take legal action against You if You:

- Provide Us with the information needed to reproduce and validate the vulnerability
- Avoid violating the privacy of Our customers, staff and other users
- Avoid the destruction of data, or degradation of Our services
- Do not modify or access data that is not Your own
- Give Us a reasonable time to address the issue before making any information public

### **Changes to this privacy policy**

We regularly review Our privacy policy. This policy was last updated on 6<sup>th</sup> November 2023. Any material updates to our privacy policy must be agreed to in writing by both parties.

### **Questions about data privacy**

Redgate is the data controller for the information You provide unless otherwise stated. If You have any queries about the process or how We handle Your information, contact [privacy@red-gate.com](mailto:privacy@red-gate.com).

You can also write to Us at:

Compliance Manager  
Red Gate Software Limited  
Cavendish House  
Cambridge Business Park  
Cambridge  
CB4 0XB  
United Kingdom

We have appointed Red Gate Software GmbH as Our representative in the EEA:

Compliance Manager  
Red Gate Software GmbH  
c/o Mindpsace  
Krausenstre. 9-10  
100117 Berlin  
Germany  
[privacy-eu@red-gate.com](mailto:privacy-eu@red-gate.com)