

You should read all 5 pages of this document carefully. It explains when you can get a free upgrade or get technical support, how SQLEditor is licensed, and various things that we ask you not to do if you want to use SQLEditor legally. It also explains, amongst other things, the limited warranty available for SQLEditor, the circumstances where you can get a refund and fact that we don't accept liability for anything you do with the software.

SQLEditor End User License Agreement

These license terms are an agreement between you and MalcolmHardie Solutions Limited, a company registered in Scotland (number SC283129) whose registered address is Office 22, 196 Rose Street, Edinburgh, EH2 4AT. They apply to the SQLEditor software that accompanies this document, to any updates or upgrades for the software and to anything else that we provide to you in relation to the software unless other terms are provided with those items.

In this document “SQLEditor” and “the software” refer to the SQLEditor software that accompanies this document, to any updates or upgrades for the software and to anything else that we provide to you in relation to the software.

By using SQLEditor you accept and agree to all of the terms in this license agreement.

If you don't agree to these terms of use you must not use the software and should request a refund directly from us by email at sales@malcolmhardie.com or by post at Office 22, 196 Rose Street, Edinburgh, EH2 4AT

The main benefit you receive from agreeing to these terms is that you are then authorized to use the software. Using SQLEditor without agreeing to these terms is unauthorized.

1. Licensing Rights

- a) **SQLEditor is licensed and not sold.**
- b) SQLEditor is copyright commercial software that is copyright © 2004-2019 by MalcolmHardie Solutions Limited and Angus W Hardie.
It contains some components licensed from third parties which are licensed under different terms as described in the “Acknowledgements.pdf” file distributed with SQLEditor.
- c) This agreement gives you some rights but we reserve all other rights to the software.
- d) You can only use SQLEditor if you have a valid license
- e) Users evaluating the software before purchase do so under the “Evaluation License”

2. Key Restrictions

You must not:

- a) use the software without a valid license
- b) rent or lease the software
- c) remove or work around any trial, licensing or activation system in the software
- d) distribute licensed copies of the software, serial numbers or license files to anyone else except within your organization for purposes of installing or using the software under the terms of this agreement.
- e) remove any copyright notice on the software.
- f) use evaluation licenses beyond the evaluation period.

3. Single Licenses

- a) Each single user license permits use of a single copy of SQLEditor on a single computer.
- b) If the purchaser of a single user license is a named and specific individual then that person may additionally install SQLEditor on other computers that they control but only one copy may be in use at any time.

4. Group Licenses

- a) A “Group license” or “Site License” allows concurrent use of SQLEditor on:
 - i. any computers within a single physical building that belong to a single organization, business or person
 - or**
 - ii. any computers that belong to a single department of a single organization or business if that department is spread over more than one building.
- b) All users of the software under a group license must comply with this license agreement and the purchasing organization is required to ensure that this compliance occurs.

5. Academic licenses

- a) Licenses sold at a discount marked “*Academic*” or “*Educational*” or “*Not for Profit*” are defined as *academic licenses* and should be used only by people involved in education.
- b) Academic licenses must not be used for commercial gain by organizations or businesses.
- c) Individual academic licenses may only be used for commercial gain if the purchaser is acting for their own private benefit.
- d) Academic licenses may be upgraded to a commercial license if you pay an upgrade fee.

6. Evaluation License

- a) You may try the software without charge for 30 days under a “*Evaluation License*”
- b) After 30 days of evaluation you must buy a license or stop using the software.
- c) If a new and differently numbered version of the software is released then you can evaluate the new version for 7 days in addition to your original 30 days.
This applies to each new release of the software that is made.
- d) Beta and pre-release versions of the software have a built in expiry date and will not work after that date.

7. Upgrades and updates

- a) After purchase we may provide upgrades, updates or patches to improve SQLEditor, to resolve problems or to increase performance.
- b) Any updates or upgrades provided will remain under this agreement unless new terms are supplied with the update or upgrade.
- c) **We do not guarantee to release upgrades** or that any particular issue or problem will be fixed in any particular upgrade.
- d) Upgrades provided after purchase may have different system requirements from the originally purchased version and may not be compatible with your computer.
- e) All release version upgrades are optional and you may continue to use any properly licensed release version for as long as you wish. Note that beta versions must be upgraded to a release version or they will expire.
- f) Upgrade policy.
 - i. Upgrades from one major version to another will be chargeable (e.g 1.0 to 2.0)
 - ii. Upgrades of minor versions will be free (e.g 1.1 to 1.2)
- iii. If you purchased a license within 12 months of a major upgrade to SQLEditor then you may upgrade to the new version free of charge.**
- iv. Customers who subscribe to our upgrade assurance service (where available) will receive any upgrades released during the subscription period free of charge.
- g) Most free upgrades will accept your existing license code, however some may require that a replacement license code is obtained from us before use.

8. Technical support

- a) **Purchase of a license includes 12 months of limited technical support.** We may offer assistance outside this period if we can, however we are not obliged to do so.
- b) Technical support is normally only available for the latest generally available version of the software, however customers may request assistance with older releases and we will do our best to help.
- c) Unless otherwise agreed in writing, **any product support provided by us is under a best effort approach and we do not guarantee any level of service, or that the advice will be correct and error free, or that we will be able to resolve any problem or issue presented to us.**
- d) If requesting technical support you should also ensure that all data is suitably backed up before performing any action. We are not responsible for any loss of data that may occur as a result of procedures provided by us as part of such support.
- e) Telephone support is not included.

9. Transfer of Licenses

- a) You may make a one-time, permanent transfer of a license to a third party
- b) The third party must agree to this license agreement before the transfer takes place
- c) you must contact us for our agreement before making the transfer and we will then issue a new registration to the recipient of the transfer.
- d) After the transfer has been completed you no longer have rights to use SQLEditor and must destroy any copies in your possession.

10. General Limitations

- a) **We do not guarantee that the product is entirely free from defects or bugs**
- b) We provide a free evaluation license to all customers to ensure that they are aware of the nature, capabilities and limitations of the software before purchase.
- c) The software available for trial and the purchased version are functionally identical except for the trial window and the expiry system. There are no functional differences and any behaviour present in the trial will be present in the licensed edition.
- d) The software is not designed or intended for use in nuclear operations, aircraft navigation, health care monitoring or any other situation where error or failure may lead to loss of life, injury or accident.

11. Limited Warranty

- a) We expect that the software will work generally as we have described it on our website and in the documentation as long as you follow the instructions and run it on a supported computer platform and operating system in a standard configuration.
- b) We recommend all customers should try the software before purchase to make their own evaluation of suitability for their own purposes and under their own configuration.
- c) If you find within 30 days of purchase that the software does not work substantially as described then you may request a refund of the purchase price by contacting us directly at the address above. You must uninstall and destroy any copies of the software before a refund will be issued. **This is the sole remedy under this warranty.**
- d) Other than our specific limited warranty, we do not warrant that the software or your ability to use it will be uninterrupted or error-free and to the maximum extent permitted by applicable law, **we disclaim any express or implied warranties, including, but not limited to, implied warranty of merchantability or fitness for a particular purpose.**

12. Limit of Liability

- a) Your sole and exclusive remedy under the above Limited Warranty shall be a full refund of the retail purchase price that you paid.
- b) To the fullest extent permitted by applicable law, **we disclaim all liability for direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software or arising from any technical support received in connection with the software**, even if advised of the possibility of such damage
- c) Nothing in this agreement limits our liability to you in the event of death or personal injury resulting from gross negligence, fraud, or knowing misrepresentation on our part.

13. Applicable Law

- a) The laws of Scotland apply to this agreement.

14. Export restrictions

- a) You must not export or transfer the software to any person or organization when doing so would be illegal under either UK or US law.

15. Third party rights

- a) This agreement exists between us and you. The only rights relating to third parties are those affecting licensed components included within SQLEditor and there are no other third party rights under this agreement.

16. Severability

- a) If any part of this agreement is found to be invalid or not enforceable then the remaining parts shall continue in force and both parties will remain bound by them.

17. Termination

- a) Without prejudice to any other rights, We may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the software and related materials in your possession.
- b) You may terminate this agreement at any time by notifying us at the address above, then destroying all copies of the software and not using it any further. You may not make any claim under this agreement after you choose to terminate it and you will not receive a refund.

18. Force Majeure

- a) If we are prevented from performing any obligations under this agreement by act of terrorism, war, labour disputes, compliance with law, order, rule or regulation, fire, flood and storm, breakdown of machinery, failure of computer equipment, default of suppliers or sub-contractors or any other circumstances outside our direct control we will not be liable in any way.
- b) Under such circumstances we will make best efforts to meet our obligations however we cannot guarantee to be able to do so.

19. Collection of information

- a) SQLEditor includes certain features will send information to us in order to work.
- b) Features for automatically updating SQLEditor:
 - i. *Automatic Update* which allows you to automatically update SQLEditor to the latest version. If you use this feature it will request a list of available updates from our server. Some information required to make this request will be transmitted to us such as your IP address and the current version of the software.
 - ii. *Send Statistics* option in the automatic updater also sends information about your computer and its configuration. If you enable this option then further information will be sent which we will use to analyse future requirements. This information is more specific than that sent by the regular update checker, but is not personally identifiable.
- c) Features you can use to send information to us:
(*some versions only*)
 - i. *Crash Reporter* which offers you an option to report crashes directly to us
 - ii. *Send feedback* which allows you to send us suggestions, report bugs or offer feedback
- d) Reporting a crash or sending feedback is not anonymous and you should consider it to be the same as sending an email to us from your email account.**
- e) Future Enhancements:
 - i. SQLEditor may in future include other features that may send information to us, these features will be clearly described in the user documentation accompanying the new version and will indicate what, if any, information is collected.
- f) Any information that you send us will be kept secure.
- g) We may share transmitted information with others if it helps to improve SQLEditor but **we will not transfer personally identifiable data collected by SQLEditor.**

20. English Language Only

- a) We can only offer sales and technical support in English. If you would like to use another language we will do our best but cannot guarantee to be able to communicate with you.

END – This is the end of the SQLEditor End User License Agreement.