

## GARTLE TECHNOLOGY CORPORATION GSQLCMD END-USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and Gartle Technology Corporation for any gsqlcmd software, use examples and documentation (“Software”) that accompany this EULA.

**YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE.**

**IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.**

Your licensing of Software is in accordance with the terms of the EULA in effect at the time of such licensing. By licensing Software, you accept and agree to the EULA in effect at such time.

**1. GRANT OF LICENSE:** Gartle Technology Corporation grants you the following rights provided that you comply with all terms and conditions of this EULA:

**A. Installation and Use:** You may install, use, access, display and run the Software free of charge on a non-exclusive basis and without right of sublicense.

**B. Software Transfer:** You may transfer the Software to a different internal workstation or user. You may not, however, transfer the Software to a Third Party.

**C. Use of Examples:** You may install, access, modify and use Software examples for your private or company internal purposes.

**2. LIMITATIONS:** You may not use, copy, modify, display, rent, lease, loan, transfer, distribute, download, merge, or make any translation or derivative work of the Software, except as expressly provided herein. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**3. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY:** The Software, including methods, processes and/or techniques utilized therein, is owned by, proprietary to and valuable trade secrets of Gartle Technology Corporation and is protected by Russian Federation copyright law and international treaties. You agree to take no actions that impair or infringe Gartle Technology Corporation’s intellectual property rights in the Software. You agree not to remove, efface or obscure any copyright notices, other proprietary markings or confidentiality legends placed upon or contained within the Software.

**4. DISCLAIMER OF WARRANTIES:** Gartle Technology Corporation disclaims all warranties concerning the Software and Services (if any), express, implied, or statutory, including without limitation, any warranties, duties or conditions of merchantability or fitness for a particular purpose, warranties of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. Gartle Technology Corporation does not warrant that the Software will operate in combination with other software products selected by you, or that the Software will operate uninterrupted or error-free. Additionally, Gartle Technology Corporation and its suppliers provide the Software and Services AS IS AND WITH ALL FAULTS. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET

POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NONINFRINGEMENT WITH REGARD TO THE SOFTWARE.

5. NO LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GARTLE TECHNOLOGY CORPORATION OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR LOSS OF DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OF GARTLE TECHNOLOGY CORPORATION OR ANY SUPPLIER, AND EVEN IF GARTLE TECHNOLOGY CORPORATION OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. LIMITATION ON REMEDIES: Within the first thirty (30) days after your receipt of the Software, should you encounter and report to Gartle Technology Corporation within such time period a reproducible error that causes the Software not to perform in all material respects as set forth in the Software documentation, then Gartle Technology Corporation will, at its sole discretion, either: a) resolve the error or malfunction, and modify or replace the Software (if deemed necessary by Gartle Technology Corporation); or b) allow you to terminate this EULA with respect to the non-conforming Software and, upon your return of the Software to Gartle Technology Corporation, Gartle Technology Corporation shall provide you with the lesser of a) the actual damages incurred by you; or b) the amount you paid for the nonconforming Software. The remedies described in this section shall be your sole and exclusive remedies under this EULA.

## 7. GENERAL PROVISIONS

A. Reservation of Rights and Ownership: Gartle Technology Corporation reserves all rights not expressly granted to you in this EULA. The Software is licensed, not sold.

B. Consent to Use of Data: You agree that Gartle Technology Corporation and its affiliates may collect and use technical information gathered as part of the Software support services provided to you, if any, related to the Software. Gartle Technology Corporation may use this information solely to improve Gartle Technology Corporation products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

C. Links to Third Party Sites: We may link to third party sites through the use of the Software. The third party sites are not under the control of Gartle Technology Corporation, and Gartle Technology Corporation is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Gartle Technology Corporation is not responsible for webcasting or any other form of transmission received from any third party sites. Gartle Technology Corporation is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Gartle Technology Corporation of the third party site.

D. Additional Software/Services: This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Gartle Technology Corporation may provide to you or make available to you after the date you obtain your initial copy of the Software, unless Gartle Technology Corporation provides other terms along with the update, supplement, add-on component, or Internet-based services component. Gartle Technology Corporation reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

E. Upgrades: To use Software identified as an upgrade, you must first be licensed for the software identified by Gartle Technology Corporation as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility.

F. Applicable Law: This EULA is governed by the laws of the Russian Federation. Any legal action or proceeding relating to this EULA shall be instituted in a court of arbitration in the Moscow City, Russian Federation. Gartle Technology Corporation and you agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. The prevailing party in any action to enforce this EULA will be entitled to recover its attorney fees and costs in connection with such action.

G. Waiver: The failure of either party to enforce any of the terms of this EULA shall not be construed as a waiver of future enforcement of that or any other term.

H. Entire Agreement and Severability: This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Gartle Technology Corporation relating to the Software and the support services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Gartle Technology Corporation policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

I. Termination: Without prejudice to any other rights, Gartle Technology Corporation 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 all of its component parts and you will not be entitled to any refund of monies.