svnAPEX for Oracle APEX license

By installing on to your computer or using this svnAPEX for Oracle APEX, You accept these terms (hereinafter referred as "Agreement"). if you comply with these license terms, you have the rights below. You can't use svnAPEX for Oracle APEX if you don't accept these license agreement.

svnAPEX for Oracle APEX (hereinafter referred as "Program") is a software product developed and provided by Database Consulting Services Ltd, a limited liability company established under United Kingdom law, with its registered office in Unit 4, Enterprise Court, Farfield Park, Rotherham, S63 5DB, England (hereinafter referred as "Database Consulting").

Program usage requires paid license subscription however, as exception, you may download and use this Product (also for commercial purposes), without having valid paid subscription, to manage the source code of APEX applications with a maximum of 30 pages (including Modal and Non-Modal dialog pages). If you want to use the Program to manage the source code of an application with more than 30 pages, you must have a valid paid subscription.

Database Consulting grants You (not sold) a nonexclusive, nontransferable, limited license to internally use the Program, subject to the restrictions stated in this Agreement, only for strict internal (own) business purposes and under limitations defined during purchase of license or/and defined by License Key (if it is provided).

Program usage may be limited:

- to be used for specified period and/or
- to be used in limited number of software environments and/or
- to be used in limited APEX instances and/or

- to be used for the purposes of building/developing limited number of applications under Oracle APEX and/or

- to be used by limited number of persons

Limits might be provided on purchase order for license or provided with License Key (if License Key is provided for Program).

Database Consulting is not obligated, under this agreement, to provide any support services for the Program, however you can report Program bugs and errors to our email address: support@datacons.co.uk. You may also have additional agreement related to support service. In such case agreement for support is independent from this license.

You may allow Your Contractor(s) to use the Program, provided they are acting on Your behalf to exercise license rights granted in this Agreement and further provided that You are responsible for their compliance with this Agreement in such use. You will have a written agreement with Your Contractor(s) that strictly limits their right to use the Program and that otherwise protects Database Consulting's intellectual property rights to the same extent as this Agreement.

The Program does not collect information about use of the Program. Database Consulting does not have access to your data through the Program.

You may make copies of the Program to the extent reasonably necessary to exercise the license rights granted in this Agreement. You may make copy of the Programs for backup purposes.

The Program should be installed on a dedicated development environment that does not contain any confidential nor production data nor business valuable data. If you decide to install the Program in a different configuration, you do so at your own risk. The licensor is not responsible for any consequences of installation and use of the Program in any environments including production environment.

Further, You will not:

- produce Derivate Work from Program;

- remove or modify any Program markings or any notice of Database Consulting's or a licensor's proprietary rights;

- make the Program available in any manner to any third party (other than Contractors acting on Your behalf as set forth in this Agreement) especially share, publish, distribute, transfer or lend the Program, provide the Program for others to use, or use the Program to provide paid third party training and provide paid services;

- cause or permit reverse engineering (unless required by law for interoperability), disassembly, decompilation, de-obfuscation, unwrap, decode of the Program;

- work around any technical limitations in the Program that only allow you to use it in certain ways;

- get access to source code or review source code of the Program (by reverse wrap process or any other technique);

- sublicense Program;
- transfer license for Program;
- make License Key available to any third-party;

- disclose results of any program test or benchmark tests without our prior consent; or,

The Program may contain source code that, unless expressly licensed in this Agreement for other purposes (for example, licensed under an open source license), is provided solely for reference purposes pursuant to the terms of this Agreement and may not be modified. In case when source code of Program is not provided in clear text form but such form could be obtained by performing some additional action (like de-obfuscation) any action resulting in generation of source code in clear text form is not allowed (unless such action is permitted by law).

All rights not expressly granted in this Agreement are reserved by Database Consulting. If You want to use the Program or Your application for any purpose other than as expressly permitted under this Agreement, You must obtain from Database Consulting a valid Program license under a separate agreement permitting such use.

License termination

Without prejudice to any other rights arise from applicable laws, Database Consulting may terminate this Agreement without any refund if you fail to comply with any of its terms or conditions. In such event, you must destroy all copies of the Program and all of its component parts.

License Key

License Key might be provided during license purchase and if it is provided – it is required for Program use. Possession of License Key doesn't proof possession of valid license especially in case of license termination or usage by unauthorized entity. Program may restrict its functionality in case when valid license key is not provided in Program configuration option. License Key is assigned to You as a person that purchased license and cannot be passed or sell to any other entity. License Key should be treated as confidential and stored securely. Database Consulting doesn't guarantee recovery or replacement for lost License Key.

Ownership and Copyright

Database Consulting or its licensors retain all ownership and intellectual property rights to the Program except Third-Party Technology.

Third-Party Technology

The Program may contain or require the use of third party technology that is provided with the Program. Database Consulting may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third-party technology. Third party technology will be licensed to You either under the terms of this Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms.

Your rights to use separately licensed Third-Party Technology under Separate Terms are not restricted in any way by this Agreement.

However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed shall be deemed part of the Program and is licensed to You under the terms of this Agreement.

For Third-Party Technology components covered by different license you can find details below.

Source Code for Open Source Software

For software that you receive from Database Consulting in binary form that is licensed under an open source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code from Database Consulting.

If the source code for such software was not provided to you with the binary, you can also receive a copy of the source code by submitting a request pursuant to Database Consulting via hard-copy request or email request (office@datacons.co.uk).

Applicable Law

All disputes concerning this Agreement, including its execution, its interpretation, declarations of intent, negotiations regarding its conclusion are subject to the law of the United Kingdom and will be settled by the common court of the United Kingdom competent for the registered office of Database Consulting.

Warranties

Database Consulting gives no contractual guarantee in relation to the licensed Program.

Dangerous application usage

The Program is developed for general use in a variety of information management applications. It is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. You may not use this Program in dangerous applications. Database Consulting and its affiliates disclaim any liability for any damages caused by use of this software in dangerous applications.

Disclaimer of Warranties; Limitation of Liability

THE PROGRAM IS PROVIDED "AS IS", "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. YOU BEAR THE RISK OF USING IT. DATABASE CONSULTING, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, FURTHER EXCLUDES ALL WARRANTIES, GUARANTEES, OR CONDITIONS, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

DATABASE CONSULTING IS NOT RESPONSIBLE FOR ANY MALFUNCTION OF THE PROGRAM, GAPS OR DAMAGE OR DELETION OF YOUR DATA. DATABASE CONSULTING RECOMMENDS THAT YOU USE A COPY OF THE DATA BEFORE USING IT IN THE PROGRAM.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL DATABASE CONSULTING BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF DATABASE CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN CASE WHEN ABOVE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IS NOT ALLOWED OR NOT APPLIED THE FOLLOWING CLAUSE APPLIES: DATABASE CONSULTING'S ENTIRE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT OR TORT SHALL IN NO EVENT EXCEED ONE HUNDRED EURO (EUR 100).

YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) usage of Program, services, content (including source code) or third party technology or Open Source Software; and (b) claims for breach of Agreement or contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

By accepting these Agreement, you agree to exclude the application to this cooperation of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.