

Elevarq pgAgroal — End User License Agreement

This End User License Agreement ("Agreement") governs your use of **Elevarq pgAgroal** (the "Software"), made available by **Scantr LLC, doing business as Elevarq** ("Elevarq"), through AWS Marketplace.

- 1. License.** The Software is licensed, not sold, under the **BSD 3-Clause License**, the full text of which is included with the Software and available at <https://github.com/Elevarq/pgAgroal/blob/main/LICENSE>. By subscribing to or using the Software, you agree to the terms of that license, which govern your rights to use, copy, modify, and redistribute the Software. The Software packages the upstream **pgagroal** connection pooler, which is also distributed under the BSD 3-Clause License.
- 2. No software fee.** The Software is offered at no software charge through AWS Marketplace. You remain responsible for the AWS infrastructure and service charges you incur while running the Software (for example, Amazon EKS, Amazon EC2, storage, and data-transfer charges). The AWS Marketplace terms also apply to your subscription.
- 3. Data.** As packaged, the Software sends no telemetry and no customer data to Elevarq. The Software is a connection pooler that runs within your own infrastructure; your database traffic and configuration remain within your AWS account and customer-controlled infrastructure. Any data associated with your AWS Marketplace subscription, Amazon ECR access, or AWS account (for example, subscription and entitlement records) is handled by AWS under the applicable AWS Marketplace and AWS service terms; it is not collected by the Software, which sends no telemetry to Elevarq.
- 4. No warranty.** THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, as set out in the BSD 3-Clause License.
- 5. Limitation of liability.** To the maximum extent permitted by law, in no event shall Elevarq be liable for any claim, damages, or other liability arising from or in connection with the Software or its use, as set out in the BSD 3-Clause License.
- 6. Support.** Community support is provided through GitHub Issues at <https://github.com/Elevarq/pgAgroal>. Security vulnerabilities should be reported as described in Section 7.
- 7. Security.** Vulnerability reporting and the supported-version policy are described at <https://github.com/Elevarq/pgAgroal/blob/main/SECURITY.md> (security contact:

security@elevarq.com).

In the event of any conflict between this Agreement and the BSD 3-Clause License with respect to the license grant, warranty, and liability, the BSD 3-Clause License controls.