

## ISPIRER TOOLKIT END USER LICENSE AGREEMENT

Ver. 1.3, January 2026

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY BEFORE USING **ISPIRER® TOOLKIT** (“**SOFTWARE**”). BY USING SOFTWARE, THE USER AGREES TO THE TERMS PROVIDED HEREIN. IF USER DOES NOT AGREE TO THE TERMS OF THIS EULA, THE USER MUST REMOVE AND CEASE TO USE THE SOFTWARE.

### GENERAL TERMS & CONDITIONS

This EULA is entered into by and between Ispirer Systems, LLC (“Licensor”) and you (“User”), hereinafter collectively referred to as “Parties”. Licensor hereby licenses Software to User on the terms and conditions stated in this EULA, License Key (License Key restrictions constitute exhibit to this EULA) and in bilateral license agreement valid for the Parties, if any. Software is owned, copyrighted and licensed by the Licensor, not sold.

### DEFINITIONS

For the purposes of this EULA the following definitions are used:

“**Software**” shall mean the original software **Ispirer Toolkit**, all whole or partial copies of it in binary form and all other machine-readable materials that are included with it or are provided for use with it, including any updates or error corrections provided by the Licensor.

“**License Key**” shall mean a file or a unique sequence of digits and/or symbols provided to the User by the Licensor confirming the grant of Software license, defining the allowed source and target migration directions, migration restrictions as to each type of database objects, allowed object and application size in lines of code, availability of support and customization requests, as well as registration name and registration number, and enabling full functionality of Software in accordance with EULA and license granted to the User for a specific number of computers, requested by the User.

“**PC Fingerprint**” shall mean unique identifiers derived from the hardware configuration of the User's computer to activate Software license and verify it each time the User installs or runs the Software.

“**Migration Project**” shall mean User's prospective project (production or non-production) in course of which defined database or application scope shall be migrated into specified target programming language.

“**Customization Request**” shall mean the opportunity for the User to submit one (1) request to the Licensor for the customization of default conversion rules of the Software, or the introduction of new conversion rules required for a Migration Project in order to achieve the highest possible level of automation in the migration process during the period of validity of the License Key. Such changes or introductions are based on the specific requirements of the User, where the User provides the source and target equivalents (test cases), while the Licensor does not develop test cases for Customization Requests. The analysis of logs and identification of mass errors are out of scope and must be conducted by the User or by the Licensor as a separate service.

### 1. TERMS OF LICENSING

**1.1. Types of Licenses.** Licensor makes available Demo (evaluation purposes only), Free (specific license for exceptional purposes at no charge), Project (project-based licenses divided into 6 tiers depending on migration scope: Light, Starter, Basic, Standard, Enterprise and Ultimate), or ISV (multiple projects both for internal projects and for third party end users) Software licenses. Type and restrictions of Software license shall be stipulated in the License Key and in bilateral license agreement valid for the Parties, if any.

**1.2. Grant of License.** User is hereby granted a nonexclusive non-transferrable license to use a copy of Software on agreed number of computers or workstations subject to additional license agreement or License Key restrictions, if applicable. Users can install one (1) copy of the Software for review, but the functionality will only be enabled once the License Key is registered.

**1.3. License Key Restrictions and Activation.** License Key limits the usage of Software. PLEASE, ENTER THE LICENSE KEY WHEN RUN THE SOFTWARE AND CHECK WHETHER THE LICENSE KEY RESTRICTIONS CORRESPOND TO THOSE, AGREED ON WITH THE LICENSOR. User undertakes to enable License Key and start using the Software under a prepaid License not later than twelve (12) months from the date the prepayment has been received by Licensor in full.

## **2. RETURN POLICY**

User may request substitute of the Software in case it doesn't run or fails to perform any activity. User may request a replacement of the License Key in case it contains incorrect data as to any of the license restrictions, the username and the number of licenses purchased. The request for replacement must be made within five (5) days from the date the Licensor sent to the User the License Key and made the Software available for download, whatever is later. Software enabling the functionality in accordance with characteristics and the license restrictions, if applicable, is ineligible for return and replacement.

## **3. SOFTWARE COPIES**

User may not make copies of the Software except for one (1) back-up or archival copy for temporary emergency purposes.

## **4. SUBLICENSE AND DISTRIBUTION**

User may not distribute registered copies of Software to third parties, allow any third parties to access, use or support Software. User may not rent, lease, license or sublicense Software or any portions of it on a standalone basis or as part of a developed application or database.

## **5. PROHIBITED USE**

5.1. User may not modify or enhance or alter Software in any way. User may not remove or alter any copyright notices or other proprietary notices on any copy of Software. User may not also reverse engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5.2. User agrees not to use the Software, in whole or in part, for the purpose of training artificial intelligence (AI) models or systems, including but not limited to machine learning algorithms, neural networks, or any other AI technologies. This restriction applies to any use of the Software's functionality, data, or outputs for AI training purposes, whether directly or indirectly.

## **6. VERIFICATION OF PROPER USE**

To ensure compliance with this EULA and enforce the license terms, the Licensor employs a combination of technical and procedural measures described in sections 6.1 through 6.3 below.

**6.1. PC Fingerprints.** The Software may generate and utilize PC Fingerprints for activating and verifying the licenses. PC Fingerprints include, but are not limited to, details such as the CPU serial number, motherboard ID and MAC address. When online license is activated, the PC Fingerprint of the User's computer is recorded and associated with the License Key, ensuring that the Software can only operate on the designated computer. Upon each launch the Software will compare the current PC Fingerprint to the stored one to validate compliance. The Licensor collects and stores only the date and time set on the User's computer at the time of each license check along with the unique PC Fingerprint generated through one-way hashing. This ensures that the Licensor cannot reverse-engineer it and obtain any detailed information about the

User's computer from the PC Fingerprint. The collection and use of PC Fingerprints are for the purpose of license activation and verification only. If the PC Fingerprint no longer matches due to significant hardware changes (e.g., motherboard replacement), access to the Software may be restricted. The User must contact the Licensor to revalidate the license and update the PC Fingerprint. By using the Software, the User agrees to the collection and use of PC Fingerprints as described herein for the purpose of issuing and verifying software licenses.

**6.2. Usage Monitoring via Cryptographic Hashing.** To verify that the Software is used in accordance with the usage restrictions outlined in the License Key, the Licensor uses a cryptographic hashing mechanism. This cryptographic hashing mechanism is applied by default for all license types. Upon the first conversion of each object, the Software will generate a hashed record containing information about the object type, its schema and name. This hashed data is transmitted to the Licensor's license service. The collection and use of the hashed data are solely for the purposes of license activation and verification. The Licensor does not reverse-engineer or extract any detailed information about the User's objects from the hash. At the time of each conversion, the Software compares the object's record with the corresponding stored hash. If the hash matches, the conversion proceeds; if not, an error is triggered. If no hash is found, the Software creates hash and permits conversion, but only until the licensed limit is reached. The User agrees to comply with all restrictions specified in the License Key and acknowledges that failure to do so may result in termination of the license and access to the Software.

**6.3. Audit.** The Licensor, through its employees, contractors, or agents, may audit the User's records related to the use of the Software to verify compliance with this EULA, provided that at least seven (7) days' prior written notice is given. The Licensor shall bear the cost of the audit, except in cases where the audit identifies a material breach of this EULA by the User. In such instances, the User shall reimburse the Licensor for all reasonable expenses incurred, including time, travel, and material costs associated with the audit, as well as any adjustments to license fees or other amounts owed as determined by the audit. Audits shall be conducted during the User's regular business hours at its facilities and in a manner that does not unreasonably interfere with the User's business operations. Audits will not occur more than once in any twelve-month period. The audit process and its results shall remain subject to the confidentiality provisions of this Agreement.

## **7. TECHNICAL SUPPORT**

**7.1. Support Availability.** The Licensor shall provide Technical Support during its regular business hours, which are Monday through Friday, from 9:00 a.m. to 6:00 p.m. GMT (UTC+3), excluding public holidays and official company holidays observed at the Licensor's office.

**7.2. Types and Scope of Support.** The Licensor provides the following levels of Technical Support:

(a) *Basic Technical Support* includes assistance with downloading and installing the Software and License Key activation. It covers troubleshooting of graphical user interface (GUI) errors and operational or installation errors, including licensing issues related to PC Fingerprint changes or mismatches, that limit the usability of the Software. Additionally, Basic Support addresses errors that cause the Software to crash or terminate abnormally, preventing the performance of all useful work, as reasonably determined by the Licensor. It also includes answering questions about using tools, such as user flow, usage instructions, and clarifications on ambiguities in guides. Support is not prioritized and subject to workload of Licensor's technical team and volume and priority of issues. Basic Technical Support is included with the following License types: Demo, Free, Light Project, and Starter Project.

(b) *Production Technical Support* includes all services provided under Basic Technical Support, plus: diagnosing parser and non-critical operational errors, help with high level analyses of the conversion issues, described and provided by the User, and 1 (one) hour implementation session upon the User's request.

*Production Technical Support is included with Basic Project, Standard Project, Enterprise Project, Ultimate Project, and ISV Licenses.*

(c) *Dedicated Support* is available as an add-on service to any Project or ISV license in the form of a non-refundable, prepaid package of support hours. It provides direct access to Licensor's experts who assist with automated migration tasks such as training, planning, customization requests, result analysis, refactoring, and support during testing of automatically migrated results.

**7.3. Support Access and Limitations.** Requests for Technical Support shall be submitted via email to the address [support@ispirer.com](mailto:support@ispirer.com). Basic and Production Technical Support is provided on a non-priority basis and is subject to the availability of the Licensor's support team and the prioritization of issues at the Licensor's discretion. Technical Support does not include customizations or modifications of the Software, support for third-party software (for instance, ODBC's and databases), and professional or consulting services outside the scope described above.

## **8. SOFTWARE CUSTOMIZATION**

Customization Requests are not provided along with Demo, Free, Light Project, and Starter Project licenses. User may acquire any type of Project or ISV licenses with or without Customization Requests subject to the cost. Additional Customization Requests are available at additional cost. Licensor shall need 3 business days for response and up to 12 business days to process Customization Request.

## **9. PROPRIETARY RIGHTS AND NON-DISCLOSURE**

**9.1 Ownership Rights.** User agrees that Software and the authorship, systems, ideas, methods of operation, documentation and other information contained in Software, constitute intellectual properties and are valuable trade secrets of the Licensor or its suppliers and/or licensors and hence are protected by civil and criminal law, law of copyright, trade secret, trademark and patent of the United States, other countries and international treaties. User may use trademarks only insofar as to identify printed output produced by Software in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give User any right of ownership in that trademark. Licensor and/or its suppliers own and retain all rights, title, and interest in and to Software, including without limitations any error corrections, customizations, enhancements, updates, modifications and derivatives, whether made by Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. User's possession, installation or use of Software does not transfer to User any title to the intellectual property in Software, and User will not acquire any rights to Software except as expressly set forth in this EULA. All copies of Software made hereunder must contain the same proprietary notices that appear on and in Software. Except as stated herein, this EULA does not grant the User any intellectual property rights in Software and the User acknowledges that the license granted under this EULA only provides the User with a right of limited use under the terms and conditions of this EULA. Licensor reserves all rights not expressly granted to the User in this EULA.

**9.2 Source Code.** User acknowledges that the source code of Software is proprietary to the Licensor or its suppliers and/or licensors and constitutes trade secrets of the Licensor or its suppliers and/or licensors. User agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Software in any way.

**9.3 Confidential Information.** User agrees that, unless otherwise specifically provided herein, Software including its specific design and structure of individual programs constitutes confidential proprietary information of the Licensor or its suppliers and/or licensors. User agrees not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party. User agrees to implement reasonable security measures to protect such confidential information.

## **10. NOTICE OF DATA COLLECTION**

The Licensor may collect and aggregate statistical data derived from the User's interaction with the Software (hereinafter referred to as "Telemetry Data"). Telemetry Data may include, but is not limited to, the following information: the country of use, session data (such as session date, number of sessions, and session duration), page interaction data (including time spent on each page, actions taken, and page transitions), as well as the source and target of migration. This data is non-personal and does not identify the User. Telemetry Data shall only be collected with the explicit consent of the User, which will be requested upon the initial launch of the Software. The User may withdraw such consent at any time through the Software settings. In the absence of such consent, no Telemetry Data will be collected.

## **11. TERM AND TERMINATION**

**11.1. Term.** Term of this EULA shall begin when it is accepted by the User and continues until uninstallation of the Software. Licensor may terminate this EULA by offering the Software a superseding agreement for the Software or any replacement, modified version or a new release of Software provided that such replacement meets User's needs. Notwithstanding the abovementioned, User is entitled to continue to use the non-updated version of Software in its own discretion. Moreover, Licensor has the right to revoke the license if User fails to comply with the terms of this EULA, included but not limited to the sections 3, 4 and 5 and any additional terms of licensing, including, but not limited to any delay to pay the invoice issued for particular license in full and within timeframe stipulated in the invoice. Without prejudice to any other rights, should User breach any of the license restrictions or this EULA, User's right to use the Software will terminate automatically without notice.

**11.2. Effect of Termination.** Upon termination, User shall no longer be authorized to use the Software in any way and shall erase all copies of the Software. The respective rights and obligations of Licensor and User under the following provisions will survive termination: 6 (Verification of Proper Use), 9 (Proprietary Rights and Non-Disclosure), 11 (Term and Termination), 12 (No Warranty), 13 (Limitation of Liability), 14 (Indemnification), 15 (Injunctive Relief), 16 (Miscellaneous).

## **12. NO WARRANTY**

SOFTWARE IS BEING DELIVERED TO THE USER "AS IS" AND THE LICENSOR MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. LICENSOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THE USER MAY OBTAIN BY USING SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO THE USER IN THE USER'S JURISDICTION, LICENSOR MAKES NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION OF THIRD-PARTY RIGHTS, MERCHANTABILITY, INTEGRATION AND SATISFACTORY QUALITY FOR ANY PARTICULAR PURPOSE.

## **13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE TO USER FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, COSTS OR CLAIMS, INCLUDING CLAIMS FILED BY ANY THIRD PARTY. LICENSOR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY, OR 100\$, IF SOFTWARE IS USED FREE OF CHARGE.

## **14. INDEMNIFICATION**

User agrees to indemnify, hold harmless, and at Licensor's request, to defend Licensor and its suppliers from any and all costs, damages and reasonable attorneys' fees resulting from any breach of this EULA or any allegation or claim that User's use of the Software has violated any right of any third party or violated any law.

## **15. INJUNCTIVE RELIEF**

User acknowledges and agrees that, notwithstanding any other provisions of this EULA, any breach or threatened breach of this EULA by User will cause Licensor irreparable damage for which recovery of money damages would be inadequate and that Licensor therefore may obtain timely injunctive relief to protect its rights under this EULA in addition to any and all other remedies available at law or in equity.

## **16. MISCELLANEOUS**

**16.1. Feedback.** User may from time to time provide suggestions, comments or other feedback to the Licensor with respect to the Software (hereinafter "Feedback"). User agrees that any and all Feedback is and shall be entirely voluntary, owned by Licensor and shall not create any confidentiality obligation for Licensor. However, Licensor shall not disclose source of any Feedback without User's consent. Except as otherwise provided herein, Licensor shall be free to disclose and use such Feedback in its own discretion without obligation of any kind to User.

**16.2. Complete Agreement.** This EULA supersedes all prior understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof, which may only be modified by a written amendment. Should any terms of this EULA conflict with the terms of bilateral license agreement between the Parties the bilateral license agreement shall prevail.

**16.3. Applicable Law and Settlement of Disputes.** This EULA is subject to the law of the State of Delaware, USA. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. User agrees that the exclusive jurisdiction and venue for any claim or dispute relating to or arising out of this EULA or its subject matter will be in the federal and state courts located in Wilmington, DE, and User consents to the personal jurisdiction in such courts.

**16.4. Unenforceability and Breach.** If any provision in this EULA should be held illegal or unenforceable, the other provisions of this EULA will remain in full force and effect. A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

**16.5. Notices.** All notices required under this EULA shall be served electronically or at the address set forth below by postage prepaid and return receipt requested by certified mail carrier service.

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