

Legal notice

Idera, Inc. ("IDERA") makes information and products available on this web site, subject to the following terms and conditions. By accessing this web site, you agree to these terms and conditions. IDERA reserves the right to change these terms and conditions, and the products, services, prices, and programs mentioned in this web site at any time, at its sole discretion, without notice. IDERA reserves the right to seek all remedies available by law and in equity for any violation of these terms and conditions. THIS WEB SITE MAY INCLUDE TECHNICAL OR OTHER INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. HOWEVER, IDERA MAKES NO COMMITMENT TO UPDATE MATERIALS ON THIS WEB SITE.

Trademark

3drail, Appmethod, Approve, Blackfish, C#Builder, C++Builder, Codegear, Coderage, Codewright, CopperEgg, CopperEgg logo, Data Voyager, Datasnap, DBArtisan, Delphi, Delphi Prism, Describe, Do More Now, DT/Studio, EMBARCADERO, EMBARCADERO logo, Embarcadero All-Access, Embarcadero Rapid SQL, Embarcadero ToolCloud, ER/Studio, Extreme Test, Firemonkey, Interbase, J Optimizer, Jbuilder, JDataStore, Jgear, Kylix, Powerstudio, Precise, Precise Software, RADPHP, Rapid SQL, RevealStorage, SQL Boost, SQL Compliance Manager, SQL Diagnostic Manager, SQL Mobile Manager, SQL Safe, SQL Secure Thingbase, Thingconnect, Thingpoint, Thingware, Turbo, Turbo C, Turbo Debugger, Turbo Pascal, Two-Way-Tools, Up. Time, IDERA, and the IDERA logo are trademarks or registered trademarks of Idera, Inc., or its subsidiaries in the United States and other jurisdictions. All other company and product names may be trademarks or registered trademarks of their respective companies. Elements of this web site are protected by trade dress or other laws and may not be imitated or reproduced in whole or in part.

Copyright

The information on this web site is protected by copyright. Except as specifically permitted, no portion of this web site may be distributed or reproduced by any means, or in any form, without IDERA's prior written consent.

Use of the Software

The software and accompanying documentation available to download from this web site are the copyrighted work of IDERA. Use of the software is governed by the terms of the License Agreement, which accompanies such software. If no license accompanies the download, the terms of the license, which accompanied the original product being updated, will govern. You will not be able to use, download, or install any software unless you agree to the terms of such License Agreement.

Use of web site information

Except as otherwise indicated on this web site, you may view, print, copy, and distribute documents on this web site subject to the following terms and conditions:

1. The document may be used solely for informational, personal, non-commercial purposes;
2. Any copy of the document or portion thereof must include all copyright and proprietary notices in the same form and manner as on the original;
3. The document may not be modified in any way; and
4. IDERA reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon notice from IDERA.

Documents specified above do not include logos, graphics, sounds or images on this web site or layout or design of this web site, which may be reproduced or distributed only when expressly permitted by IDERA.

Warranties and Disclaimers; Liability Limitations

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND IDERA, ALL INFORMATION AND SOFTWARE ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IDERA ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEB SITE.

IN NO EVENT SHALL IDERA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT GOODS, (3) LOSS OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) AND ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION) WHETHER OR NOT IDERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Submissions

With the exception of credit card numbers for the purchase of products and services, IDERA does not want to receive confidential or proprietary information through its web site.

Any information sent to IDERA, with the exception of credit card numbers, will be deemed NOT CONFIDENTIAL. You grant IDERA an unrestricted, irrevocable license to display, use, modify, perform, reproduce, transmit, and distribute any information you send IDERA, for any and all commercial and non-commercial purposes.

You also agree that IDERA is free to use any ideas, concepts, or techniques that you send Idera for any purpose, including, but not limited to, developing, manufacturing, and marketing products that incorporate such ideas, concepts, or techniques.

IDERA may, but is not obligated to, review or monitor areas on its web site where users may transmit or post communications, including bulletin boards, chat rooms, and user forums. IDERA is not responsible for the accuracy of any information, data, opinions, advice, or statements transmitted or posted on bulletin boards, chat rooms, and user forums.

You are prohibited from posting or transmitting to or from this web site any libelous, obscene, defamatory, pornographic, or other materials that would violate any laws. However, if such communications do occur, IDERA will have no liability related to the content of any such communications.

Some companies, names, and data in this document are used for illustration purposes and may not represent real companies, individuals, or data.

Governing Law and Jurisdiction

You agree that all matters relating to your access to, or use of, this web site and these terms and conditions shall be governed by the laws of the state of Texas. You agree and hereby irrevocably submit to the exclusive personal jurisdiction and venue of the state courts of Texas located in Harris County, Texas, and the United States District Court for the Southern District of Texas, with respect to such matters.

IDERA makes no representation that information on this web site are appropriate or available for use in all countries, and prohibits accessing materials from territories where contents are illegal. Those who access this site do so on their own initiative and are responsible for compliance with all applicable laws.

Export Control Laws

Certain IDERA products, including software, documentation, services, and related technical data, available on the IDERA and other web sites are subject to export controls administered by the United States (including, but not limited to, the U.S. Department of Commerce Export Administration Regulations ("EAR")) and other countries including, controls for re-export under European Union, the Singapore Strategic Goods Control Act, and the import regulations of other countries. Diversion contrary to U.S. or other applicable law of any IDERA product or service is prohibited. Export, re-export or import of products and services may require action on your behalf prior to purchase and it is your responsibility to comply with all applicable international, national, state, regional and local laws, and regulations, including any import and use restrictions. IDERA products and services are currently prohibited for export or re-export to Cuba, Iran, North Korea, Sudan, Syria, or to any country then subject to U.S. trade sanctions. IDERA products and services are prohibited for export or re-export to any person or entity named on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred List, or the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers, or Specially Designated Terrorists. IDERA products and services are prohibited from use with chemical or biological weapons, sensitive nuclear end-users, or missiles, drones or space launch vehicles capable of delivering such weapons. By downloading or using any product from this web site, or purchasing any service, you are acknowledging that you have read and understood this notice and agree to comply with all applicable export control laws. You are also representing that you are not under the control of, located in, or a resident or national of any prohibited country, and are not a prohibited person or entity. This notice is not intended to be a comprehensive summary of the export laws that govern the products and services. It is your responsibility to consult with a legal adviser to ensure compliance with applicable laws.

United States Government Rights

All IDERA products and publications are commercial in nature. The software, publications, and software documentation available on this web site are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, IDERA's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

© 2003-2017 Idera, Inc., all rights reserved.

SQL **Diagnostic Manager** identifies and resolves SQL Server performance problems before they happen. [Learn more > >](#)

IDERA Website	Products	Purchase	Support	Community	About Us	Resources	Legal
-------------------------------	--------------------------	--------------------------	-------------------------	---------------------------	--------------------------	---------------------------	-----------------------