pb-diff Subscription Licence Terms

Version 2026-11-09 · RESTORE S.R.L.

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1. Who these terms are for

1.1 These terms govern the licence of pb-diff granted by **RESTORE S.R.L.**, via Cairoli 10, 20025 Legnano (MI), Italy, VAT IT04587450968, Registro Imprese di Milano, REA n. 1759930 ("RESTORE", "we", "us"). RESTORE is the licensor whether you buy from RESTORE or from an authorised Distributor.

1.2 Paid Subscriptions are offered to businesses, individual professionals and public bodies for professional use, not to consumers. Trials are intended for evaluation in connection with professional activities. This description does not remove any mandatory rights that actually apply to an individual.

1.3 A person accepting for a Customer must have authority to bind it. An individual starting a Trial without that authority accepts the evaluation conditions personally as a Trial User; this alone does not bind their employer. A paid Subscription requires acceptance by the Customer or its authorised representative. Trial activation by an employee does not, by itself, constitute the organisation's acceptance of a later purchase.

1.4 The applicable terms must be available before acceptance and in a form that can be saved. The specific approval in section 18 is separate from general acceptance. In pb-diff, both are given with two separate confirmations, when a Trial is started and when a Licence key is activated. Receiving an invoice or a licence key does not by itself replace the required acceptance. The applicable version must be identifiable.

1.5 The Order determines the Seller and commercial details; these terms determine the licence and RESTORE's product obligations. A Distributor cannot amend those obligations or bind RESTORE without RESTORE's express written agreement. An individually agreed variation expressly accepted by RESTORE prevails to the extent of the stated variation.

2. Definitions

- **pb-diff**: RESTORE's desktop application, `pb-diff-cli`, `pb-diff-ci`, their documentation and the updates RESTORE makes available.
- **Customer**: the business, individual professional or public body acquiring paid Subscriptions. **Trial User**: the individual or authorised organisation accepting a Trial. "You" refers to the relevant Customer or Trial User.
- **Distributor**: an independent distributor or reseller authorised to sell Subscriptions by RESTORE, directly or through a distribution chain permitted by RESTORE.
- **Seller**: RESTORE or the authorised Distributor selling the Subscription, identified in the Order.
- **Order**: the purchase agreement or accepted order confirmation identifying the Seller, Customer, quantity, start and end dates, price and applicable commercial conditions. An invoice or Customer purchase order does not by itself amend RESTORE's terms.
- **Subscription**: the right for one Licensed User to use pb-diff during the period specified in the Order, subject to the separate rights in sections 4 and 11.
- **Licensed User**: the named individual assigned a Subscription: the Customer personally, if an individual professional, or its employee or contractor working on its behalf.
- **Machine**: a computer together with a Windows user account on it.
- **Licence key**: the key issued through RESTORE's licensing system for the relevant entitlement.
- **Trial**: the free evaluation described in section 5.1.

- **Your Files**: libraries, source files and other material you process with pb-diff, whether owned by you or lawfully entrusted to you by others.
- **Support Period**: the vulnerability-handling period in section 10.2, distinct from the Subscription and ordinary technical assistance.

3. What you may do

3.1 For each paid Subscription, RESTORE grants the Customer a non-exclusive, non-transferable right for its Licensed User to install and use pb-diff for the Customer's work during that period, subject to these terms and rights that mandatory law preserves. Sections 4 and 11 govern their respective continuing rights.

3.2 A Subscription includes the whole product: desktop application, comparison and merge, and every `pb-diff-cli` command, including execution by AI coding agents operated by the Licensed User. Automation does not permit other people to share the same named-user Subscription.

3.3 A Subscription may be active on one Machine at a time. The Licensed User may move it to another Machine whenever needed, without a numerical transfer limit. The previous Machine loses its activation at its next check. This technical delay does not authorise intentional concurrent use on both Machines.

3.4 You may use pb-diff on your customers' code while working for them. Your Subscription may not be transferred to them or used by their personnel. Providing development services and delivering your own work results is permitted; offering access to pb-diff itself as a stand-alone service is not.

3.5 A Subscription belongs to one person and is not a shared or rotating seat. If that person leaves or permanently changes role, you may request reassignment through RESTORE or your Seller. The reassignment must be recorded in RESTORE's licensing system.

3.6 RESTORE and its licensors retain their rights in pb-diff. No software ownership or right to source code is transferred. Your Files are governed by section 8.

4. pb-diff-ci, the tool for build machines

4.1 A Customer with at least one active paid Subscription may obtain and use `pb-diff-ci` on any number of machines, including third-party machines and hosted CI runners, for its work. No separate Subscription is required for each build machine. During an active Trial, the Trial User may also use `pb-diff-ci` to evaluate it, subject to section 4.2; that use ends with the Trial. Continuing use is governed by section 4.3.

4.2 You may provide a copy to a service provider only as necessary to operate those environments on your behalf, without granting it independent use or distribution rights. You may not otherwise distribute `pb-diff-ci`, incorporate it into products offered to others, or offer access to it as a stand-alone service. Section 3.4 remains applicable.

4.3 Versions lawfully obtained during an active paid Subscription may be used without a time limit. After all your Subscriptions end, you may also obtain and use the latest version of `pb-diff-ci` until the end of the Support Period of the last version obtained while subscribed. Versions lawfully obtained under that continuing entitlement may also be used without a time limit. Obtaining those versions does not itself restart the contractual entitlement to obtain further versions. Mandatory security obligations remain unaffected.

4.4 A Trial alone does not grant the continuing rights in section 4.3. Continuing use remains subject to the applicable restrictions and to termination for material breach under section 15. Ordinary non-renewal is not such a breach.

5. Trial and pre-release builds

5.1 The Trial permits evaluation of the whole product for 30 days from activation, using the email address, first name, last name, company and country entered in pb-diff. Each person and each Machine is eligible for one Trial. Registrations or changes intended to evade that limit are not permitted. The Trial does not create a paid Subscription or automatic renewal.

5.2 Pre-release builds, including betas and release candidates, are identified as such and supplied for voluntary testing and feedback, not production reliance. They may contain errors, change, expire or be withdrawn. Accepting an ordinary stable update does not itself constitute acceptance of a pre-release build.

5.3 The express commercial warranty in section 12.1 and ordinary paid technical assistance do not apply to Trials or pre-release builds. Section 13 applies, including its mandatory exceptions. Security duties and other rights that cannot lawfully be excluded remain unaffected.

6. Subscription period, renewal and end

6.1 Each Subscription runs for the period stated in the Order, normally one year paid in advance. Start and end dates must be clear before purchase. If a start date has not been agreed, the period starts when the purchased key is first made available to the Customer, not at an indefinitely deferred first use. A different date may be expressly agreed.

6.2 Renewals are purchased from the Seller then authorised to supply them. A continuous renewal starts when the preceding period ends, including where ordered later, only where those dates and the price are clearly disclosed and expressly agreed before the renewal purchase. A new Subscription, rather than a continuous renewal, has its own agreed start date. These terms do not themselves impose automatic renewal; any such arrangement must be separately disclosed and agreed with the Seller.

6.3 At expiry, the desktop application and `pb-diff-cli` stop accepting new work. Documents already open may still be saved so that an ongoing merge is not lost. The offline tolerance in section 7 is not an extension of the paid term. Section 4.3 remains applicable to `pb-diff-ci`.

6.4 Prices, discounts, payment, invoices, taxes and commercial cancellation arrangements are governed by the Order and the Seller's applicable sale terms. Where the Seller is a Distributor, RESTORE is not a party to that separate sale merely because it licenses the product. Where RESTORE is the Seller, that distinction does not apply. Sale terms do not remove RESTORE's express obligations under these terms, including section 12.1.

6.5 A change of Distributor, or its failure to pay RESTORE, does not by itself cancel a licence validly purchased and paid for by the Customer. RESTORE may identify a new authorised channel for future purchases and support. This does not retrospectively replace a party to an existing sales contract or release that party from its obligations.

7. Licence checks and the data pb-diff sends

7.1 pb-diff uses RESTORE's online licensing service hosted in the European Union. An activated Machine unable to reach it may continue working for up to seven days after its last successful check, subject to expiry or lawful suspension. Continued use then requires a successful check or a temporary arrangement expressly provided by RESTORE. If RESTORE's service outage prevents otherwise licensed use, contact RESTORE; sections 12 and 13 remain applicable. No emergency offline facility is promised as already available by this provision.

7.2 Licensing and update operations use the Licence key, Machine fingerprint and service identifier, optional user-entered Machine label, product version and update channel. Trial activation also uses the email address, first name, last name, company and country, consent choices and accepted terms version. The

fingerprint recognises an installation for licensing; absence of a person's name does not mean that the associated records are anonymous.

7.3 These operations do not transmit Your Files or their contents to RESTORE or collect application-use analytics. Requests may generate technical and security records including IP addresses and timestamps. No computer or Windows user name is automatically sent as such; a label you enter may itself contain identifying information. `pb-diff-ci` itself sends no data to RESTORE. Independent runners, download tools or AI agents may communicate separately.

7.4 RESTORE explains the actual data flows, purposes, legal bases, recipients, retention and rights in the privacy notice available before activation and linked from the product and website. Contractual acceptance records are distinct from optional marketing consent. Accepting these terms is not a blanket consent to personal-data processing.

7.5 Before a Trial starts, pb-diff tells the person that their Trial details go to RESTORE and to its authorised Distributors to follow up the Trial. The privacy notice names those Distributors and states the purpose, the legal basis and how to object. The person may optionally agree to be contacted by RESTORE and its authorised Distributors about pb-diff offers and news. Refusal does not prevent the Trial. Without that consent, a Distributor receiving the details may use them only to follow up the Trial and to reply when the person writes to it, not to send offers. Withdrawal is available through the method described in the notice or info@pbdiff.com, is passed on to the Distributors that received the details, and does not affect the lawfulness of processing before withdrawal.

8. Your Files and AI agents

8.1 pb-diff processes Your Files in the computing environments you operate or authorise, including CI environments acting on your behalf. RESTORE does not receive their contents through normal product file-processing functions and acquires no ownership in them. Rights remain with their respective holders.

8.2 An AI agent or external service you select may access or transmit Your Files according to its configuration and provider's terms; some agents operate locally. You are responsible for authorising and configuring those tools and having the necessary rights to provide material to them. RESTORE does not become their provider merely because they interact with pb-diff. RESTORE's responsibility for its own product and conduct remains governed by these terms and applicable law.

8.3 Use the smallest suitable support example and remove personal data, credentials and confidential material where possible. Do not send confidential code or personal data unless RESTORE agrees to receive it through an appropriate channel. For material accepted, you authorise use only as necessary to investigate and address the request. RESTORE will restrict access to those who need it and are subject to appropriate confidentiality obligations, and will not use it for unrelated purposes. Any required data-processing agreement and retention arrangements must be established for the actual activity. These terms alone are not an Article 28 GDPR agreement.

9. What you may not do

9.1 Except as expressly allowed by these terms, applicable component licences or law that cannot validly be excluded, you must not:

(a) share keys or provide access to more people than your named-user Subscriptions permit;

(b) deliberately defeat or manipulate activation, expiry or licence checks, or create or use unauthorised keys;

(c) copy, modify, rent, sell, sublicense or distribute pb-diff beyond permitted installation, backup and CI-provider uses;

(d) decompile or reverse engineer it beyond applicable statutory exceptions;

(e) remove ownership or third-party licence notices; or

(f) offer access to pb-diff itself as a stand-alone hosted, shared or other software service, distinct from the professional work permitted in section 3.4.

9.2 Mandatory rights concerning necessary backups, observation, study or testing, interoperability and other acts allowed notwithstanding contractual restriction are preserved. Sections 4 and 14 govern authorised CI use and third-party components.

10. Updates, security and support

10.1 An active paid Subscription includes new versions RESTORE releases during it. RESTORE determines its roadmap and release dates; no specific future feature, release frequency or custom development is promised without its express written agreement.

10.2 RESTORE publishes the month and year until which it handles vulnerabilities for each released version: five years from release, or longer where applicable law requires. This does not promise separate maintenance branches for every version. Security fixes may be supplied in a later version only while providing the access, compatibility and absence of additional environment-adjustment costs required by applicable law. Existing published commitments will not be shortened retrospectively.

10.3 Security updates during the applicable Support Period are free. Where access to a later version is necessary to fulfil a mandatory security duty, RESTORE will provide the required access without making purchase of another Subscription a condition of that required remedy. This does not itself convert a time-limited desktop or CLI licence into a general perpetual commercial licence. The separate continuing entitlement for `pb-diff-ci` is in section 4.3. Previously released security updates remain available for the period required by applicable law.

10.4 Report vulnerabilities to security@pbdiff.com. RESTORE will fulfil applicable vulnerability-handling, disclosure and notification duties, including required communications to users and authorities. Ordinary support hours do not override mandatory notification deadlines.

10.5 During paid Subscriptions, RESTORE provides reasonable product-level assistance for activation, documented use and reported defects, directly or through an authorised channel, on Italian working days. Commercial questions go to the Seller. Training, custom development, code review, consulting, Customer-system administration and bespoke integrations are excluded unless agreed. No response/resolution time, availability percentage or service credits are guaranteed without RESTORE's express written agreement. A Seller cannot unilaterally create an SLA binding RESTORE. Warranty remedies and mandatory security duties remain unaffected.

11. Continuity

11.1 If RESTORE permanently ceases business or permanently discontinues development and maintenance of pb-diff, without a successor undertaking the relevant product and licensing obligations, Customers with active paid Subscriptions at that time will receive a perpetual licence to the latest generally released version then available. It will not depend on RESTORE's licensing service and will cover the named-user seats active at that time, subject to applicable use restrictions. Temporary outages, pauses in new features, changes of Distributor and transfers to a successor continuing those obligations do not by themselves trigger this provision.

11.2 A continuity licence does not grant source-code ownership, unlimited seats or indefinite development, support or future compatibility. Mandatory obligations and accrued rights remain unaffected.

11.3 Source-code escrow may be agreed separately with a third-party provider on defined deposit, verification, release and cost terms. No escrow is established merely by these terms.

12. Warranty

12.1 During an active paid Subscription, RESTORE warrants that pb-diff performs substantially as described in the applicable version documentation when used in its supported environment. Report a material non-conformity with reasonably available information for investigation. Inability to reproduce an intermittent defect on demand does not by itself remove the warranty. RESTORE will seek an effective remedy within a reasonable time by correction, replacement version or workaround substantially restoring the documented use. Problems caused by unsupported environments, unauthorised changes or contrary use are excluded to the extent caused by those circumstances.

If an effective remedy cannot be provided within a reasonable time, you may terminate the affected Subscription and receive the unused prepaid portion of its fee, calculated proportionately from termination. RESTORE will refund directly or arrange the refund through the Seller; this remedy does not disappear solely because the Seller refuses or is unavailable. Duplicate recovery is not permitted. Subject to section 13.3, these are the exclusive contractual remedies against RESTORE for defects covered by this warranty, without removing mandatory rights or independent rights against the Seller.

12.2 pb-diff does not replace responsibility for the resulting code. Review and validate merge results before relying on them for commits, builds or deployments, using risk-appropriate controls which may include appropriate automated checks. Maintain suitable backups and version control and test before production use. AI agents and CI pipelines do not remove these safeguards or RESTORE's mandatory responsibility.

12.3 Apart from section 12.1 and rights that cannot lawfully be excluded, pb-diff is supplied as available, without additional warranties of error-free or uninterrupted operation, compatibility with every environment or fitness for an unstated particular purpose.

13. Liability

13.1 Subject to section 13.3, RESTORE's total aggregate liability under or in connection with these terms is limited to the fees the Customer actually paid to its Seller for pb-diff in the twelve months before the event giving rise to the claim. Related events and claims are treated together using the first event, without a separate allowance for each Licensed User, legal basis or proceeding. Taxes and separately priced consulting or other services are excluded. Payments through a Distributor count as Customer payments; the limit is not restricted to RESTORE's wholesale share.

Where no relevant fees have been paid for a free Trial or free pre-release use, this formula produces a zero contractual limit only to the extent permitted by law and always subject to section 13.3.

13.2 Subject to section 13.3, RESTORE is not liable for lost profit, revenue, business opportunity or goodwill, whether characterised as direct or indirect, or for other indirect or consequential losses. Where loss or corruption of Your Files is attributable to RESTORE and recoverable, recovery is limited to reasonable restoration costs from suitable backups or version-control copies and is included in the section 13.1 limit. The Customer's contribution and reasonably avoidable loss are considered as applicable law provides; lack of a backup does not exclude mandatory liability.

13.3 Nothing in these terms excludes or limits liability for wilful misconduct or gross negligence, death or personal injury, mandatory liability for defective products, or any liability or right that cannot lawfully be excluded or limited. This exception also applies to exclusive remedies and free-use exclusions. These terms do not extinguish independent statutory rights of third parties who have not accepted them.

14. Third-party components and trademarks

14.1 Included third-party components remain subject to their own licences and notices supplied with the distribution or accessible through its licence-information area. Those terms prevail for the corresponding components to the extent of a conflict; they do not themselves relicense RESTORE's proprietary code.

Rights granted directly by those licences remain unaffected.

14.2 PowerBuilder, PowerScript and DataWindow are trademarks or registered trademarks of SAP SE or an SAP affiliate company. All other product and company names mentioned in pb-diff or its documentation may be trademarks of their respective owners; they are used only for identification and compatibility information. pb-diff is an independent product of RESTORE S.R.L. It is not affiliated with, endorsed or sponsored by SAP, Appeon or any other company named. pb-diff and its logo are trademarks of RESTORE S.R.L.

15. Suspension and termination

15.1 RESTORE may suspend affected keys or access where reasonable grounds indicate unauthorised sharing, publication, circumvention or another material breach of section 9. Where practicable, it will first explain the issue and permit a reasonable opportunity to resolve it. Immediate suspension may stop ongoing serious abuse or security risk, with notice as soon as reasonably practicable. Measures will be limited to affected entitlements where practicable. RESTORE will review a supported challenge and restore access or replace a key when grounds no longer apply. Section 6.5 protects a Customer that paid its Seller.

15.2 Either party may terminate the affected licence relationship for the other's material breach not remedied within 30 days after written notice identifying the breach and requiring remedy. Termination must be communicated in writing, subject to mandatory law. Other statutory remedies for unremediable breaches remain unaffected. This concerns the licence, not unilateral termination by RESTORE of a separate sale between Customer and Distributor. Section 12.1 continues to govern warranty refunds.

15.3 Use must stop on expiry or valid termination except to the extent of rights retained under sections 4.3 or 11. Ordinary expiry and non-renewal do not revoke those rights; a continuing licence may itself be terminated under section 15.2 for material breach affecting it. A transaction fully rescinded and refunded does not itself create a continuing licence, unless otherwise agreed or required by law. Accrued rights and sections 4.2–4.3, 8, 9, 10 for continuing security obligations, 11 for triggered rights, 12.2, 13, 14 and 17 survive to the relevant extent.

16. Changes to these terms

16.1 RESTORE may propose updated terms for future purchases, renewals and Trials. Existing paid periods and perpetual rights already granted remain governed by their applicable terms unless validly varied by agreement or a mandatory legal change requires adjustment. Such adjustment is limited to what is necessary and will be communicated. Publication of a new version or installation of a required security update does not itself replace existing protections.

16.2 Before renewal under changed terms, the new version must be made available and any required acceptance and specific approval obtained. Relevant texts and acceptance records must be retained so the applicable version can be established. Updating a website link alone is not proof of acceptance.

17. Law, courts and language

17.1 These terms are governed by Italian law. The United Nations Convention on Contracts for the International Sale of Goods is excluded. Mandatory rules applicable notwithstanding a choice of law remain unaffected.

17.2 Subject to mandatory jurisdiction rules and a valid jurisdiction agreement, the courts of Milan, Italy, have exclusive jurisdiction over disputes arising from these terms.

17.3 English is the contractual reference language. Translations are for convenience and the English text prevails to the extent permitted by mandatory law.

17.4 Contractual notices may be sent to info@pbdiff.com or RESTORE's registered address, identifying the Customer and Subscription; Customer notices use its licence-administration contact. Use a form evidencing content and delivery where required by law. Invalidity of one provision does not itself invalidate the remainder, subject to applicable law.

18. Clauses requiring specific approval

18.1 To the extent required by Articles 1341 and 1342 of the Italian Civil Code, the Customer or Trial User must separately and specifically approve:

- **4.2** — restrictions on CI distribution and third-party access;
- **5.2–5.3** — withdrawal/expiry of pre-release builds and exclusion of the paid commercial warranty;
- **7.1** — limits on continued operation without online validation;
- **9.1(a), (c) and (f)** — restrictions on sharing, transfer, distribution and third-party software access;
- **10.5** — limits of included assistance and absence of guaranteed service levels without RESTORE's agreement;
- **12.1, final paragraph, and 12.3** — limited/exclusive contractual warranty remedies and exclusion of additional warranties;
- **13.1–13.2** — aggregate and free-use liability limits, excluded losses and restricted data-loss recovery;
- **15.1** — RESTORE's right to suspend affected entitlements; and
- **17.2** — exclusive jurisdiction of Milan courts.

18.2 The separate approval must identify the approving person, represented Customer where applicable, exact terms version and approved provisions, in a legally sufficient written or electronic form. Merely acknowledging that terms were read is not a substitute. Its effectiveness depends on the actual process used, not this clause alone.