

InterBase Software License and Support Agreement

Applies to:

InterBase 2020 Server Edition

InterBase 2020 Desktop Edition

InterBase 2020 Developer Edition

InterBase 2020 ToGo Edition

InterBase 2020 Lite Edition

1. SCOPE

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Licensee is entitled to the Support services defined below as part of an annual Support fee.

6.1 ELECTRONIC SERVICES

To the extent that electronic services are available, Licensee may electronically access, at no charge, Support services which will be available twenty four (24) hours a day, seven (7) days per week. Such electronic services may include, but are not limited to: incident submission, case management and Product Releases.

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Support shall be applicable only to the Product licensed or sold under this Agreement for which Support fees have been paid. Support will not cover any adaptation or modification of the Product made by Licensee or any third party. The email and phone support hours shall be as identified on the Licensor support website.

Support shall consist of:

(a) Make available a regional telephone number or other electronic support to Licensee in order for the Licensee to report Product issues and to receive assistance. Support will include providing licensing assistance. Licensor will analyse the incident and verify the existence of the problem and provide direction and assistance in resolving the incident; and

(b) Make available all updates, upgrades and other changes ("Releases") that Licensor, at its sole discretion, makes or adds to the Product and which Licensor furnishes, without charge, to other licensees of the Product that are enrolled in Support. Requests for Releases will only be honored during the support term. Physical media requires an additional charge.

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Licensee may cancel enrollment in Support upon written notice to Licensor at least thirty (30) days prior to the next Support Anniversary Date. If Licensee has failed to renew or terminated its enrollment in Support, for a period of up to six months from the Support expiration date, Licensee

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(b) Modify or replace the Product with a compatible, functionally equivalent, non-infringing Product(s); or

(c) If neither (a) nor (b) is reasonably practical in Licensor's judgment, remove the Product and issue Licensee a pro rata credit based upon the License fees paid for the Product prorated over a thirty-six (36) month period from the date of shipment of the Product. Thereafter, termination shall proceed in accordance with the terms of Section 4.

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12. ASSIGNMENT

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Notices to either party shall be in writing to the address indicated in this Agreement (or as later amended) and deemed effective when received, or twenty-four (24) hours following the date of the postmark, if sent by prepaid certified mail, return receipt requested or by express courier.

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If applicable, Licensee agrees that Licensor may refer to the corporate name of Licensee as a customer of Licensor, both internally and in externally published media; any additional disclosure by Licensor with respect to Licensee shall be subject to the prior written approval of Licensee.

17. FORCE MAJEURE

Neither party will be in default of its obligations under this Agreement to the extent its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire or labor disturbances. The party facing an event of force majeure shall use its commercially reasonable efforts in order to remedy that situation as well as to mitigate its effects.

18. WAIVER

The waiver by a party of one breach or default by another party under this Agreement will not constitute the waiver of any subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

19. SURVIVAL

In the event of expiration or termination of this Agreement for any reason, the provisions of Sections 1, 4, 5, 9, 11 and 13-21 shall survive in accordance with their respective terms.

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DESKTOP EDITION

DEVELOPER EDITION

TOGO EDITION

LITE EDITION

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