InterBase Software License and Support Agreement

Applies to:

- InterBase 2020 Server Edition
- InterBase 2020 Desktop Edition
- InterBase 2020 Developer Edition
- InterBase 2020 ToGo Edition

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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

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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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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.

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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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- DEVELOPER EDITION
- TOGO EDITION

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