InterBase Software License and Support Agreement

Applies to:

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

1. SCOPE

This Software License and Support Agreement ("Agreement") is a legal agreement between you (either an individual or an entity ("Licensee")) and Embarcadero Technologies, Inc., a Delaware corporation with offices at 10801 North Mopac Expressway, Building 1, Suite 100, Austin, TX, 78759, including its affiliates ("Licensor"). By downloading or unsealing Licensor's software and/or documentation ("Products"), Licensee is agreeing to be bound by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and any ordering document, the terms of this Agreement will govern and control. Delivery if made by any means other than electronic delivery, shall be made FCA (Incoterms 2010) Licensor's shipping point. If Licensee is evaluating Licensor software, only the provisions of Section 22 below will govern such evaluation.

2. LICENSE GRANT

Licensor grants to Licensee a non-exclusive, non-transferable, perpetual license (the "License") to install this Product within the country (or in the case of a country within the European Union within the European Union) specified by Licensee's ship to address provided by Licensee in the ordering documentation for the Product at the time of purchase ("Licensed Country") in accordance with the license type for the specific edition of the Product as described in Section 25. Except where prohibited by applicable law, transfer of the Product into a country (or in the case of the European Union, outside the EU) not identified on the ordering documentation at the time of purchase is prohibited and will void the license. Temporary usage of a Product outside the Licensed Country or Territory while a user is travelling, is permitted. Certain editions of the Product may include AppWave, ToolCloud and/or InstantOn features. Additional restrictions applicable to those features may be found in supplemental terms accompanying them.

3. TERM

This Agreement shall be effective on the date first accessed by Licensee.

4. TERMINATION

Licensor may immediately terminate this Agreement without further obligation or liability: (a) with respect to a License, if Licensee fails to pay the license fee due for the License hereunder and continues to be delinquent for a period of thirty (30) days after the last day on which payment is due, (b) if a petition alleging insolvency is filed by or against Licensee and not stayed within 60 days, or a receiver is appointed for any part of Licensee's business, or its assets are assigned for
the benefit of creditors; or (c) if Licensee commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensor of such breach. The termination of this Agreement shall not affect: (i) the obligation of either party pursuant to any License which has not been terminated, and which shall therefore remain in effect in accordance with its terms; or (ii) the survival of the representations and warranties contained herein. Within 60 days of the termination of any License, Licensee shall return to Licensor the terminated Product and all related documentation, and copies thereof. Licensee shall promptly certify in writing to Licensor that all copies of the Product have been removed from each computer upon which the Product was installed, and that any copies not returned have been destroyed.

5. TITLE AND PROPRIETARY INFORMATION

5.1 TITLE AND COPYRIGHT

Licensor represents and warrants that it has the full rights to license the Product to Licensee and to perform its obligations under this Agreement. All title and copyrights and other industrial, intellectual and marketing rights in and to the Product, including but not limited to all modifications thereto made by or for any person, are owned by Licensor and/or its affiliates and licensors, and are protected by both United States copyright law and applicable international copyright treaties. Licensee agrees not to claim or assert title to or ownership of the Product. Except as expressly set forth herein, Licensee may copy the Product only for backup or archival purposes, and for no other purpose. Licensee will not remove or alter any copyright or proprietary notice from copies of the Product, and copies made by or for Licensee shall bear all copyright, trade secret, trademark and any other intellectual property right notices on the original copies. All rights not specifically granted to licensee herein are retained by Licensor.

5.2 RESTRICTIONS

Licensee acknowledges and agrees that the Product contains valuable trade secrets of Licensor and/or its affiliates and licensors, and that this Agreement establishes a confidential relationship between the parties with respect to this information. Subject to applicable law, Licensee agrees (a) not to decompile, disassemble, reverse engineer or otherwise attempt to derive the Product source code from object code except to the extent expressly permitted by applicable law or treaty despite this limitation; (b) not to sell, rent, lease, license, sublicense, display, modify, time share, outsource or otherwise transfer the Product to, or permit the use of the Product by, any third party; and (c) to preserve the confidential nature of the proprietary and trade secret information by retaining and using the Product in trust and confidence, solely for its internal use, and using the degree of care and protection that Licensee would use for its own information of similar importance, but in no event less than a reasonable degree of care and protection, to prevent the unauthorized use, copying, publication or dissemination of the Product and Licensor's confidential information learned from Licensee's use of the Product. Licensee will not export or re-export the Product without both the written consent of Licensor and the appropriate U.S. and/or foreign government license(s) or license exception(s). Licensor shall have the right to seek injunctive relief against any actual or threatened violation of these restrictions, in addition to any other available remedies. Additional restrictions may apply to certain files, programs or data supplied by third parties and embedded in the Product; consult the Product installation instructions or release notes for details. Licensee agrees to promptly report to Licensor any violations of these provisions by Licensee's employees, consultants or agents of which Licensee is aware.
6. SUPPORT, MAINTENANCE AND ENHANCEMENTS ("Support")

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.

6.2 SUPPORT

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.

6.3 TERMINATION OF SUPPORT

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 may re-enroll in Support by paying a reinstatement fee to be calculated based on Licensor's then current reinstatement policy and due for the period during which Licensee was not enrolled in Support. In addition, Licensee must pay the annual charge for Support for the next year in advance. Such reinstatement date shall then be considered the Support Anniversary Date. For the avoidance of doubt, Support reinstatement will not be permitted after six months of lapsed Support. Licensee agrees not to modify the Product without the prior written approval of Licensor. Unapproved alterations to the Product shall void any obligation by Licensor to provide Support for the Product, pursuant to this Section 6, during the warranty period and any subsequent period in which Licensee is enrolled in Support. Licensor may elect to cease offering support services at any time (i) for a particular Product version in the case where it has been replaced by newer release(s) and (ii) in the case where a particular Product has reached its end of life.
6.4 CHANGE OF SUPPORT FEES

Licensor reserves the right to change its then current published list prices for the Products and its charge for Support at any time prior to renewal. Any such change to Support shall not take effect until the completion of the then current support term.

6.5 SERVICES; UPDATES; PRODUCT CHANGES

Licensor is not required under this Agreement to provide any installation, training or other services to Licensee. Such services, if available, must be purchased separately. If Licensee purchases support and Licensor provides Licensee with a new release, error correction, update, upgrade or other modification to the Product, such modification will be deemed part of the Product, and subject to the terms of this Agreement, unless the modification is expressly provided subject to a separate license agreement. If Licensee has acquired an upgrade version of the Product, such upgrade constitutes a single Product together with the copy of the Product that Licensee upgraded. This means that, although Licensee may have two sets of Product media and/or two license keys, Licensee still has only one license. Therefore, licensee may not transfer the original copy of the Product or license key to any other party or user. However, in order to facilitate version to version upgrade from an older InterBase version to one of these Products, Licensee may install and operate both the older version and the Product for a single period of 180 days while they are in development and test stage of a transition. Licensor reserves the right at any time not to release or to discontinue release of any Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Product.

7. PAYMENT SCHEDULE

Payment for all License and Support fees shall be due thirty (30) following receipt by Licensee of an invoice by Licensor specifying the amounts due, unless otherwise set forth in an ordering document accepted by Licensor in writing. All fees are non-refundable. Licensor shall invoice Licensee for the initial Support fees upon the initial order of the licensed Products (the "Support Anniversary Date"). Sixty (60) days prior to each annual Support Anniversary Date of the licensed Products, Licensor shall invoice Licensee the then-current fee for the next year of Support.

8. LIMITED WARRANTY AND CONDITIONS

Licensor warrants and conditions for a period of sixty (60) days that the media on which the Product is furnished will be, under normal use, free from defects in material and workmanship. Licensor also warrants that the Product will perform in all material respects with the operating specifications contained in the accompanying Product documentation, for a period of sixty (60) days from the date of shipment. Other than with respect to any indemnification hereunder, Licensor's entire liability and Licensee's exclusive remedy under this provision will be for Licensor to use commercially reasonable efforts to remedy defects covered by this warranty and condition within a reasonable period of time or, at Licensor's option, either to replace the defective Product or to refund the amount paid by Licensee to license the use of the Product. Licensor does not warrant or condition that the operation of the Product will be uninterrupted or error free or that all software defects can be corrected. This warranty and condition shall not apply if (a) the Product is
not used in accordance with applicable documentation; (b) Product defect has been caused by Licensee's malfunctioning equipment; or (c) Licensee has made modifications to the Product not expressly authorized in writing by Licensor. No employee, agent, or representative of Licensor has the authority to bind Licensor to any oral representations, warranties or conditions concerning the Product. Any written representation, warranty or condition not expressly contained in this Agreement shall not be enforceable.

THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THIS AGREEMENT OR ANY PRODUCT (S) LICENSED HEREUNDER.

9. LIMITATION OF LIABILITY

Neither Licensor nor Licensee shall be liable to the other party for consequential, indirect, incidental, exemplary, special or punitive damages from any cause, whether in contract, tort (including negligence) or otherwise, arising out of or in any way connected with the design, manufacture, sale, support or use of the Product. Except as provided in Section 10 below, in no event shall Licensor's or Licensee's liability for direct damages resulting from the use of the Product exceed the amount paid by the Licensee to license the use of the Product.

10. INDEMNIFICATION FOR INFRINGEMENT

Licensor will defend or settle, at its own expense, any claim against Licensee asserting a patent, copyright, trademark, trade secret or proprietary right violation which concerns the Product used within the scope of the License hereunder. Licensor shall indemnify Licensee against any loss, expense or liability including reasonable attorney's fees from any damages alleged against Licensee. Licensor's obligations under this Section are conditioned on Licensee promptly notifying Licensor in writing after Licensee first receives notice of any such claim, action or allegation of infringement and, Licensor being given sole control of the defense of any action and all negotiations for its settlement or compromise, with the reasonable assistance of Licensee. Licensor shall not be liable for any costs or expenditures incurred by Licensee without Licensor's prior written consent. If an injunction or order is obtained against Licensee's use of the Product by reason of the allegations of infringement, or if in Licensor's opinion the Product is likely to become the subject of a claim of infringement, Licensor shall, at its expense:

(a) Procure for Licensee the right to continue using the Product; or

(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.
Licensor shall have no obligation under this Section to the extent the alleged infringement results from (i) modification of the Product other than by Licensor; (ii) the combination of the Product with products not provided by Licensor; or (iii) use of any older version of the Product when use of a newer version made available to Licensee would have avoided the infringement. This Section 10 is Licensor's entire liability and Licensee's sole and exclusive remedy in the event of intellectual property infringement of any kind.

11. VERIFICATION

If you are entering into this Agreement as an entity other than an individual (e.g., as a corporation, a partnership, or other organization), Licensor may, at its expense, audit the number of copies of the Product in use by Licensee and the designated CPU(s) on which the Product is installed. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals that LICENSEE has underpaid fees to Licensor, Licensee shall be invoiced for such underpaid fees (based on the list prices in effect at the time the audit is completed); and if the underpaid fees exceed 5% of the License fees already paid, then Licensee shall also pay Licensor the reasonable costs of conducting the audit.

12. ASSIGNMENT

Neither this Agreement nor any of Licensee's rights, licenses or obligations hereunder may be assigned or delegated by Licensee to any third party, including without limitation in connection with a merger, acquisition, reorganization, outsourcing, change of control or under any other circumstance. Any such purported assignment or delegation shall be void and of no effect and shall constitute an incurable breach of this Agreement resulting in the automatic termination of this Agreement and all rights and licenses granted to Licensee hereunder.

13. U.S. GOVERNMENT RESTRICTED RIGHTS; EXPORT COMPLIANCE

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in FAR Section 52.227-14 Alt. III (g)(3), FAR Section 52.227-19, DFARS 252.227-7014 (b) or DFARS 227.7202, as amended from time to time. Contractor/Manufacturer is Embarcadero Technologies, Inc., 10801 North Mopac Expressway, Building 1, Suite 100, Austin, TX, 78759. Any contract notices should be sent to this address. Licensee may not download, use, transfer, export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, Product may not be, downloaded, used, exported or re-exported (a) in or to (or by or to a national or resident of) any country then under U.S. economic embargo (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria), (b) any end user who Licensee's knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems or (c) to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Department of Commerce's Denied Persons List or Entity List. By downloading or using Products, Licensee represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.
14. SEVERABILITY

Should any provision of this Agreement be determined to be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. NOTICE

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.

16. REFERENCING

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.

20. ENTIRE AGREEMENT

Licensee acknowledges it has read this Agreement and agrees that it is the complete and exclusive statement of the agreement between the parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Agreement. This Agreement shall not be modified or rescinded except in writing signed by the parties. The terms and conditions of any present or future documents submitted by Licensee which conflicts with, or in any way purports to amend or supplement this Agreement, are specifically objected to by Licensor (unless expressly agreed to by a written instrument signed by Licensor), and shall be of no force or effect.
21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

22. EVALUATION LICENSE

Licensor is the owner and provider of certain proprietary software and documentation that Licensee desires to have tested and evaluated on the terms and conditions of this Section 22 ("Software"). For a term not to exceed ninety (90) days ("Evaluation Period") without Licensor's written authorization, the Software will be provided solely for evaluation purposes for Licensee's own internal use ("Evaluation") and Licensee is hereby granted a nontransferable, nonexclusive, limited license to operate and use the Software for such Evaluation. The Evaluation Period begins on the date Licensee downloads or unseals the Software. At the end of the Evaluation Period, Licensee shall cease using the Software and remove the Software from its systems. This requirement applies to copies of the Software in all forms (partial and complete) on all types of media and computer memory and whether or not merged into other materials. Licensee agrees not to cause or permit the reverse engineering, disassembly, modification, translation or decompilation of the Software. Licensee shall not copy the Software, or write or develop any derivative software. Licensee shall not release the results of any Evaluation testing or other performance results of the Software conducted under this Section 22 to any third party without Licensor's prior written consent for each such release.

THE SOFTWARE PROVIDED FOR THIS EVALUATION IS DELIVERED "AS IS, WHERE IS" AND LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensor does not warrant that the Products will operate without interruption or be error free. Sections 5, 9, 11-15, and 17-21 of the Agreement shall be deemed incorporated by this reference in the Evaluation license granted under this Section 22.

23. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

24. THIRD PARTY SOFTWARE

Certain components of the Product use or incorporate third party software programs and/or libraries (but excluding Separately Licensed Code) ("Third Party Software"). Licensee agrees that Licensor's third party licensors and suppliers are intended third party beneficiaries of all terms and conditions of this Agreement intended to protect intellectual property rights in the Product
(including the Third Party Software) and limit certain uses thereof. The components listed in the
oss_license_notice.txt file are considered “Separately Licensed Code”. Separately Licensed Code
is licensed to Licensee under the terms of the applicable third party license agreement(s) set forth
in the oss_license_notice.txt file or as provided with the Separately Licensed Code. The terms of
such third party license agreement(s) governs Licensee's use of all Separately Licensed Code.

LICENSOR DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND
CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-
INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND
CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,
WITH RESPECT TO THE SEPARATELY LICENSED CODE; Licensor is not liable to Licensee,
and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related
to the Separately Licensed Code; and Licensor is not liable for any direct, indirect, incidental,
special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost
savings, and lost profits, with respect to the Separately Licensed Code.

25. EDITION SPECIFIC TERMS

The Products listed below are licensed under the following terms and conditions.

INTERBASE 2020:

- SERVER EDITION
- DESKTOP EDITION
- DEVELOPER EDITION
- TOGO EDITION

25.1 LIMITED USE RIGHTS FOR OTHER PROGRAMS

If Licensee acquired this Product as part of another program ("Principal Program"), Licensee
received this Product only in support of the Principal Program and Licensee's rights to use this
Product will be limited to use with the Principal Program. Please contact Licensor's Sales
Representative if Licensee wishes to acquire a separate license to this Product not limited to the
Principal Program.

25.2 THIRD PARTY DISTRIBUTION

If Licensee wishes to distribute the Product to third parties as bundled with Licensee's software
application or installed on Licensee's hardware, Licensee must contact Licensor and enter into a
separate license agreement.

25.3 ENCRYPTION

The InterBase Software contains encryption and is subject to U.S. Commerce Department export
restrictions as outlined in Section 13 of this Agreement.
25.4 LICENSE TYPES

For each license that Licensee acquires for the Product (Server Edition, Desktop Edition, or Developer Edition), Licensee will be provided with a license activation file consistent with the purchased license. The available license types that Licensor may grant with respect to the Product are identified below. Not all of these license types may be applicable to Licensee.

25.5 INTERBASE DESKTOP EDITION

For each InterBase Desktop Edition license purchased, Licensee may (a) install a single copy of the InterBase Desktop Edition software on a single device, for Licensee’s internal data processing needs only; (b) execute a single instance of this installed copy on the device on which it is installed; and (c) access a single instance of this copy of the InterBase Desktop Edition software on the same device on which the instance is executing for use by one concurrent user at any one time to make up to 8 connections to the InterBase Desktop Edition software. InterBase Desktop Edition may only use, on one device, the specific number of CPU cores that are identified in the accompanying documentation for the particular version of InterBase Desktop Edition. Licensee shall provide safeguards to ensure no more than one concurrent user uses the Desktop Edition at any one time. Licensee may not use multiplexing or connection pooling software or hardware to reduce the number of users directly connected to the Desktop Edition software, the number of users installing or using Desktop Edition shall be measured as the number of distinct inputs to the multiplexing or connection pooling front end. Licensee’s user may not connect to the Desktop Edition software via an unrestricted-access Internet application.

25.6 INTERBASE SERVER EDITION

For each the InterBase Server Edition license purchased, Licensee may (a) install a single copy of the InterBase Server Edition software on a single device for Licensee’s internal data processing needs only; (b) execute a single instance of this copy of the InterBase Server Edition software on the device on which it is installed; and (c) allow a single Simultaneous User to access this instance of the InterBase Server Edition software with the Client software; and (d) install a single copy of the InterBase Server Edition software on a single device of the same operating system as the licensed device (under (a) above), for Idle Standby Server purposes only. Idle Standby Server can be configured with the InterBase Server Edition software installed on it and may or may not be powered on, but it is idle in that it is not performing useful work, by, for example, receiving or sending data. InterBase Server Edition may only use, on one device, the specific number of CPU cores that are identified in the accompanying documentation for the particular version of InterBase Server Edition. Licensing for additional CPU cores may be available for purchase from Licensor.

Simultaneous Users

InterBase contains client software (”Client Software”) designed to connect a client machine to InterBase Server Edition software. Under one Simultaneous User License, Licensee may install and use the Client Software on a single device (a “Simultaneous User”). In order to install and use the Client Software on as many devices as Licensee wishes, Licensee must first purchase an equal number of Simultaneous User Licenses to the number of devices on which Licensee wishes to install the Client Software. Each Simultaneous User License allows Licensee to install the Client Software on a single device (a “Simultaneous User”) and use the Client Software to connect a single user to the Server Edition software. Licensee may use the Client Software to connect as
many Simultaneous Users to the Server Edition software as Licensee has Simultaneous User Licenses for that instance of the Server Edition software. (By way of example only, if Licensee wishes to install copies of the Client Software on fifteen (15) devices then Licensee must first purchase fifteen (15) Simultaneous End User Licenses; each of the simultaneous users that is using the Client Software pursuant to a Simultaneous User License may then connect to the instance of the Server Edition software for which Licensee has a Server Edition License). Any members of Licensee's organization or users authorized by Licensee to install or use the Product shall be considered users accessing the InterBase Server in a manner other than as members of the general public through an unrestricted-access Internet application and such users must be licensed by Licensee as individual Simultaneous Users. Licensee shall provide safeguards to ensure that the number of Simultaneous Users installing or using the Product does not exceed the total number of Simultaneous User Licenses Licensee has purchased. If the number of Simultaneous Users within Licensee's organization or users authorized by Licensee installing or using the Product exceeds the number of Simultaneous User Licenses Licensee has purchased, Licensee shall purchase additional licenses from Licensor or its distributors or resellers to equal the number of Simultaneous Users within Licensee's organization or users authorized by Licensee installing or using the Product. If Licensee uses multiplexing or connection pooling software or hardware to reduce the number of users directly connected to the InterBase Server Edition software, the number of Simultaneous Users within Licensee's organization or users authorized by Licensee installing or using InterBase Server Edition shall be measured as the number of distinct inputs to the multiplexing or connection pooling front end and Licensee shall purchase the equivalent number of Simultaneous User Licenses. If any of Licensee's users connect to the Server Edition software via an unrestricted-access Internet application Licensee must purchase an Unlimited User license from Licensor. For terms governing public access to an InterBase database from the Internet, see the section entitled "Unlimited User License." Regardless of system configuration Licensee uses, no individual Simultaneous User may make more than four simultaneous connections to the Server Edition software under one Simultaneous User license. If any such Simultaneous User requires more than four simultaneous connections to the Server Edition software Licensee must purchase an additional Simultaneous User license for such Simultaneous User to obtain the right to make an additional four connections. Each Simultaneous User license contains a version number. Each Simultaneous User license allows Licensee to connect Client Software to the Server Edition software only if the Simultaneous User license has a major version number which is the same as the major version number of the Server Edition software. (The major version number is the integer to the left of the leftmost decimal point).

Unlimited User License Under the Unlimited User license, Licensee may install and use the Client Software on an unlimited number of devices. Each Unlimited User license is associated with a single InterBase Server Edition license. Each Unlimited User license allows Licensee to use the Client Software to connect an unlimited number of users to the particular instance of the Server Edition Software licensed under the Server Edition license with which the Unlimited User license is associated. Each Unlimited User license has a major version number which is the same as the major version number of the Server Edition software. (The major version number is the integer to the left of the leftmost decimal point.)

25.7 DEVELOPER EDITION
Under the Developer's license, Licensee may install and execute the Product on a single computer, subject to the limitations of this section. The Developer's license is limited to use for development purposes only, using solely client applications executing on the same computer as the server, and grants no rights whatsoever for use for production purposes. For purposes of this section, "development purposes" means the purpose of executing the Product, alone or in conjunction with other programs or systems solely to evaluate the performance or operation of Product or the programs or systems, and "production purposes" means the purpose of executing the Product in conjunction with programs or systems where the results of the programs or systems are, directly or indirectly, used for business operations or relied upon for business decisions. When executing under a Developer's license, the Product is subject to limitations on the number of concurrent users, the number of simultaneous database connections and the duration for which the Product will execute, as further described in the accompanying documentation and/or README file. Provided Licensee has obtained a Developer license, Licensee may write, compile and use Licensee's own applications ("Application(s)") using the Product including the Client Software, and Licensee may distribute and authorize third parties to distribute the Applications; provided, however, that (a) Licensee's Application is a product which operates in conjunction with the Product, (b) Licensee does not use any of Licensor's or its licensors' or suppliers' name, logos or trademarks, or any names, logos or trademarks of any product of Licensor (including the Product) or its licensors or suppliers to market the Application or any of Licensee's associated software product(s), (c) Licensee includes Licensor's copyright notice as part of the sign-on message for the Application or any of Licensee's associated software product(s), (d) Licensee agree to indemnify, hold harmless, and defend Licensor and its licensors and suppliers from and against any claims or lawsuits, including attorney's fees, that arise out of Licensee's writing, compiling, use or distribution of Licensee's Application or any of Licensee's associated software product(s), and (e) Licensee's Application or any of Licensee's associated program(s) is not merely a set or subset of the Product or any libraries or source code included with the Product. Licensee is not entitled to distribute any part of the Product with its Application(s) except for the Client Software, without first entering into a separate license agreement with Licensor.

25.8 CALL HOME FEATURE

If you have obtained InterBase from a third party as part of the third party application it may contain a call home feature whereby the Software makes an automated one-time connection to the Embarcadero product registration system to record that the license is in use and the underlying operating system.

25.9 INTERBASE LITE EDITION

Under the InterBase Lite Edition license ("Lite Edition") included with RAD Studio, Licensee may install the Lite Edition software on any number of mobile and Desktop devices from a single instance of an application built with RAD Studio and running on the same device on which the instance of Lite Edition is executing for use by one concurrent user at any one time. The number of users installing or using the Lite Edition shall be measured as the number of distinct inputs to the multiplexing or connection pooling front end. Licensee may not use multiplexing or connection pooling software or hardware to reduce the number of users directly connected to the Lite Edition software. Licensee's user may not connect to the Lite Edition software via an unrestricted-access Internet application.
25.10 INTERBASE TOGO EDITION

Under each ToGo Edition license, Licensee may install the ToGo Edition software on a single device and access a single instance of the InterBase ToGo Edition from a single instance of an application running on the same device on which the instance of InterBase ToGo Edition is executing for use by one concurrent user at any one time. InterBase ToGo Edition may only use, on one device, the specific number of CPU cores that are identified in the accompanying documentation for the particular version of InterBase ToGo Edition. Licensee shall provide safeguards to ensure no more than one concurrent user uses the ToGo Edition at any one time. Licensee may not use multiplexing or connection pooling software or hardware to reduce the number of users directly connected to the ToGo Edition software, the number of users installing or using ToGo Edition shall be measured as the number of distinct inputs to the multiplexing or connection pooling front end. Licensee's user may not connect to the ToGo Edition software via an unrestricted-access Internet application. The above restriction is not applicable to the extent Licensee acquired the InterBase ToGo Edition through the purchase of the RAD Studio Enterprise or Architect Edition, which includes an InterBase ToGo mobile deployment license (“ToGo License”). To that end, Licensee has the right to distribute the RAD Studio applications including the ToGo License to the supported mobile platforms to unlimited users on unlimited devices.

25.11 INTERBASE TOGO TEST DEPLOYMENT LICENSE

Licensee may use the InterBase ToGo Test Deployment license for the purpose of executing the InterBase ToGo Test Deployment software, alone or in conjunction with other programs or systems solely to evaluate the performance or operation of Product or the programs or systems. It may not be used for production purposes. When executing under an InterBase ToGo Test Deployment license, the Product is subject to limitations on the duration for which the Product will execute, as further described in the accompanying documentation and/or README file. Embarcadero may extend the duration at its sole discretion.

Embarcadero Technologies
10801 North Mopac Expressway
Building 1, Suite 100
Austin, TX, 78759