

ToGo Lite License Details

End User License Agreement

You should carefully read the InterBase EULA "license.txt" included in your InterBase product installation. The EULA is also included in the ToGo Edition kits.

Supplemental Terms for ToGo Lite

The Software License and Support Agreement (the “Agreement”) that accompanies the InterBase product is incorporated herein by reference. The Agreement will apply to your usage and distribution of ToGo Lite except as amended and supplemented by these Supplemental Terms.

Licensee agrees that the Agreement and these Supplemental Terms form a binding agreement between Licensee and Embarcadero. By electing to use and/or distribute ToGo Lite, Licensee agrees to be bound by the Agreement and these Supplemental Terms.

Section 1 (License)

Subject to the terms and conditions of the Agreement and these Supplemental Terms, Embarcadero grants to you (“Licensee”) a non-exclusive, non-assignable, non-transferable and limited license:

- (i) to copy and embed ToGo Lite in combination with one or more Licensee applications to create an application bundle; and
- (ii) to distribute ToGo Lite solely as part of such application bundle to end users of Licensee’s applications.

Licensee agrees to indemnify and hold harmless Embarcadero against any claims losses or liabilities in connection with Licensee’s distribution and sale of Licensee’s applications that include ToGo Lite.

Section 2 (Additional Restrictions)

If ToGo Lite is used as a client to connect to an InterBase server, a license must be purchased for each connection as further described in the Agreement. Licensee may not distribute ToGo Lite standalone: Licensee products must add primary and substantial functionality to the ToGo Lite. Licensee may not market or sell its application which contains ToGo Lite as a database or software development tool.

Section 3 (Enablement Key)

InterBase has a built in licensing mechanism that requires end user activation, through a license key (“Enablement Key”), for each copy made and installed. This mechanism may not be circumvented. The Enablement Key may contain Licensee specific information and enables multiple copies of the ToGo Lite product to be reproduced. If such Enablement Key is provided, Licensee agrees to protect the Enablement Key and not provide the Enablement Key to any third party. The Enablement Key may only be distributed with the Licensee application and only as incorporated into such application. The Enablement Key will report back to Embarcadero each instance of an end user deployment indicating that the license is in use and the underlying operating system.

Section 4 (Deleted Sections)

The Agreement is modified as follows:

Section 8 Warranty. Section 8 of the Agreement does not apply to ToGo Lite. ToGo Lite IS PROVIDED “AS IS” THERE ARE NO 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.

Section 10 indemnity. Section 10 of the Agreement does not apply to ToGo Lite. No defense or indemnification will be provided