

# 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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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.

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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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DEVELOPER EDITION  
TOGO EDITION

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