



PRODUCT SPECIFIC LICENSE TERMS FOR AFARIA PRODUCTS

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM:

1. The Program may contain or be provided with component software products from both Sybase and third parties. Except as set forth below, use of all components is limited to use in the same manner and capacity for which the Program as a whole is licensed. Additional licenses for Sybase components may be available from Sybase for a fee.

2. The Program may include "Server Software" and "Client Software".

"Server Software" is the Program module(s) installed on a single network or file server computer ("Server") that manages and controls the automated exchanges of information with Seats through various telecommunication channels. "Client Software" is the Program module(s) that runs on remote computers ("Seat") and which facilitates communications with the Server. Each copy of the Server Software licensed shall be a single copy license that allows Customer to execute one copy of the Server Software under one single operating system image only at the Designated Location. Customer may change the Designated Location at any time upon prior written notice. Upon relocation, Customer must discontinue Use of the Program at the prior Designated Location. Customer must purchase a Seat license for each Seat authorized to access the Server Software, whether such Seat utilizes the Client Software or not. Each copy of the Server Software may be Used only on one Server at a time to manage up to the number of Seats licensed for that Server Software and may be Used only for the internal Use of Customer in processing Customer's and Business End Users' data. Each Program shall be subject to the usage limitations based on quantity and type of license purchased, as indicated on the Order. Any extension of Customer's rights of Use shall require payment of additional fees in accordance with Sybase's then current terms and fees.

3. Notwithstanding any language in the Software License Agreement, Sybase grants Customer the right to copy and distribute the Client Software and the related documentation to Customer's end users who are (i) within Customer's organization; or (ii) third parties who are clients of Customer having a continuing business relationship with Customer (the "Business End Users"). The Business End Users' Use of the Client Software shall be limited to the exchange of information between the Client Software and Customer's Server on which the Server Software is installed and in Use. Customer shall ensure that each Business End User agrees: (i) to Use the Client Software solely for the purpose of connecting to the Server upon which the Server Software is installed and in Use, and (iii) to promptly return the Client Software and related documentation to Customer upon termination of the Business End User's relationship with Customer. Seat licenses provided to Business End Users may not be transferred, assigned or re-issued from the Business End User to another Business End User or to the Customer. Customer agrees to be responsible for all claims and liabilities resulting from Use of the Client Software and for any breach of this Agreement by the Business End Users. Customer agrees to keep current and provide to Sybase within thirty (30) days of any such Sybase request, a written report identifying the location of each copy of the Client Software along with each Business End User's name and address. Customer understands that the obligations of, and warranties made by, Sybase under this Agreement are solely to Customer and shall not extend to Business End Users or any other third parties. The rights granted under this section are granted only on condition that Customer (i) has purchased a license for each Seat, including each Business End User and regardless of whether such Seat utilizes the Client Software; and (ii) does not grant or allow the exercise of any right inconsistent with this Agreement.

4. Afaria Product Subscriptions. If you have purchased an Afaria Product Subscription, as indicated on Exhibit A or your Purchase Order, notwithstanding any terms to the contrary in the Sybase License Agreement, you may Use the Program only during the subscription license term that is indicated on Exhibit A or your Purchase Order. You must renew your subscription prior to any Use of the Program beyond the subscription license term.

5. Afaria Channel Development and Test Server. If Customer has purchased a license for an Afaria Channel Development and Test Server, Customer may install the Server component on a single machine for Use by up to ten Users for development and test purposes only, and not for production purposes.

6. Administrative Users. A license for an Afaria Server also permits the number Users reasonably necessary to administer Customer's Use of Afaria to access the administrative console to modify operating properties of the Program or review information within the administrative consoles.

7. Free Download Components. The Program may include certain third party open source and other free download components ("Free Download Components"). You may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licenses and third party-required notices for the Program are identified at <http://www.sybase.com/thirdpartylegal>. Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase alone, and not by the third party licensors of the Free Download Components. **A. FURTHER DISCLAIMER OF WARRANTIES AND LIABILITIES.** The Free Download Components are provided "AS IS" by the third party licensors, who disclaim all liabilities, damages (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the Free Download Components. Nothing in the foregoing affects any performance warranty provided by Sybase with regard to the Program as a whole. **B. DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by Sybase or its subsidiaries in the Agreement.