



## PRODUCT SPECIFIC LICENSE TERMS

### Sybase® Data Integration Suite v1.2.x Standard Edition (all platforms) ("Program")

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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program is comprised of five (5) distinct component parts (each a "Program Component") which are bundled together as a single software offering. Each license you purchase for the Program may be used on a single Machine by up to two (2) CPUs. You must purchase a separate Program license for each Machine on which you wish to install the Program. For the avoidance of doubt, you may not purchase a Program license and install the Program on two separate Machines which are each running a single CPU. Except as otherwise set forth below, You may only use the Program Components on the Operating System Software for which the Program Components are licensed.

Each Program Component 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 applicable Program Component as a whole is licensed. Additional licenses for Sybase components included in the Program Components may be available from Sybase for a fee.

#### I. Terms Applicable to Program

You may Use the Sybase Data Service Administrator component of the Program on an unlimited number of Seats, provided the Sybase Data Service Administrator may only be used in conjunction with Your licensed Use of the Program.

#### II. Terms Applicable to Program Components

##### A. Sybase Data Federation

There are no additional terms or restrictions for Sybase Data Federation.

##### B. Sybase Replication

**(i) Restricted Use Components.** Sybase Replication contains or is provided with the Restricted Use Components identified below. Except as otherwise set forth below, You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on each Machine on which a licensed copy of Sybase Replication is installed. You may Use the Restricted Use Components solely in conjunction with your use of Sybase Replication, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Adaptive Server® Anywhere v9.x	May only be used as a repository to store data generated by Sybase Replication
Sybase Adaptive Server Enterprise - Enterprise Connect Data Access v15.0*	May only be used to replicate data from Sybase Replication to an applicable database platform and not for generic access to such database platform
Replication Agent v15.0*	

\* Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are only included with Sybase Replication on platforms for which Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are currently supported by Sybase.

**(ii) Sybase Developer Components/Sample Code.** Sybase Replication contains or is provided with the Developer Component identified below. The Developer Component is licensed without further charge for Use by one Standalone Seat for development purposes only. You may use and modify the source code version of those portions of Sybase Replication and/or the Developer Component that are provided as sample code (if any) for your internal use only.

<b>Developer Components</b>
Software Developers Kit v15.0

**(iii) Use of Replication Agent.** You may Use Replication Agent on an unlimited number of Machines and CPUs, provided Replication Agent may only be used in conjunction with your licensed Use of Sybase Replication included with the Program on the Operating System Software for which Sybase Replication is licensed.

**C. Sybase Search.**

There are no additional terms or restrictions for Sybase Search.

**D. Sybase Real Time Events**

**(i) Terms of Use.** Sybase Real Time Events is comprised of two distinct components: RepConnector and Adaptive Server Enterprise Active Messaging (each a “Real Time Events Component”). The Adaptive Server Enterprise Active Messaging component may be installed on a separate Machine, provided such Use is limited to two CPUs.

**(ii) Restricted Use Components.** Sybase Real Time Events contains or is provided with the Restricted Use Components identified below. Except as otherwise set forth below, You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on each Machine on which a licensed copy of Sybase Real Time Events is installed. You may Use the Restricted Use Components solely in conjunction with your use of Sybase Real Time Events, and subject to any Additional Restrictions set forth below.

<b>Restricted Use Components</b>	<b>Additional Restrictions</b>
Replication Server v. 15.0.1	May only be used to replicate events to RepConnector
Replication Agent v15.0*	
Adaptive Server Anywhere v9.x	May only be used as a repository to store data generated by Sybase Real Time Events

\* Replication Agent is only included with Sybase Real Time Events on platforms for which Replication Agent is currently supported by Sybase.

**(iii) Use of Replication Agent.** You may Use Replication Agent on an unlimited number of Machines and CPUs, provided Replication Agent may only be used in conjunction with your licensed use of Sybase Real Time Events included with the Program on the Operating System Software for which Sybase Real Time Events is licensed.

**E. Sybase ETL**

**Terms of Use.** Sybase ETL is comprised of two distinct components: (i) ETL Server which is a component of the Program and (ii) ETL Development. Any copies of ETL Development delivered by Sybase with the Programs at no additional cost are licensed for Use by one Standalone Seat. Additional Standalone Seat licenses for ETL Development may be purchased from Sybase for a fee. In order for Sybase ETL to connect to Sybase database servers, you must have separate licenses for Sybase Software Developers Kit running on the Operating System Software on which your licensed copies of ETL Development and ETL servers operate.

**III. Sybase Workspace**

**Terms of Use.** Any Sybase WorkSpace components delivered by Sybase with the Programs at no additional cost are licensed for Use by one Standalone Seat and may only be used in conjunction with your licensed Use of the Program. The provisions of this Section F (“Sybase WorkSpace”) shall supersede any product specific terms that may be included with the Sybase WorkSpace components.

**IV. Free Download Components.** The Program, including any Developer Components and Restricted Use Components provided with it, 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> (third party licenses and notices for Free Download Components included as part of the Developer Components and Restricted Use Components are identified under the names of those products). 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.