



PRODUCT SPECIFIC LICENSE TERMS

Sybase® WorkSpace 1.7.x Not For Resale Edition ("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 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.

I. Not For Resale Version

- A. Use of Programs.** You may install and use this Program internally in your organization solely for evaluation and demonstration purposes on a single Machine. Additionally, if you are an academic institution organized under applicable law as a not-for-profit entity, you may use the Program for internal, non-commercial, academic instruction and coursework on a single Machine. You may not use the Program for any development or production purpose or transfer, assign, sublicense or otherwise convey the Program (or any portion thereof) to another party without Sybase's prior written consent. You may not copy the Program except that you may either install the Program on your hard disk or make one copy for inactive back-up and archival purposes for your own use.
- B. Termination.** You acknowledge and understand that Sybase may terminate this Agreement at any time upon thirty days written notice to you. Upon any termination of this Agreement, you shall cease using the Program and shall destroy all copies of the Program in any form.
- C. Warranty Disclaimer.** This Not for Resale version Program is provided AS IS, without any warranty or support. SYBASE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- D. Precedence.** THE ABOVE TERMS SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT OR CONFLICTING TERMS OF THE ACCOMPANYING SYBASE LICENSE.

II. Free Download Components. The Program, including any Developer 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 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.