



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Mobile Sales for SAP CRM Sybase® Mobile Workflow for SAP Business Suite

(each a “Program”, collectively, the “Programs”)

IN ADDITION TO THE LICENSE TERMS CONTAINED IN THE SYBASE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS, OBLIGATIONS, AND RESTRICTIONS APPLY TO EACH PROGRAM.

I. Limited Term Subscription License. In the event that Customer has licensed a Program on a limited term, subscription basis, the first sentence of Section 2.1 of the Agreement is deleted and replaced by the following:

“Subject to the terms and conditions set forth in this Agreement, Sybase grants to Customer during the Term a non-exclusive, non-transferable license to Use the Primary Copy of each licensed Program (and make and Use each licensed Secondary Copy) at the location(s) specified on the Order.”

a. **Support.** During the Term, and notwithstanding any language to the contrary in Section 4.1 of the Agreement, Sybase shall make available to Customer the Support plan identified in the applicable Order at no additional charge other than payment of the license fee.

b. **Term.** The license to Use the Program(s) commences on the effective date of the Agreement and continues for the period of time specified in the Order (the “Initial Term”). Upon the conclusion of the Initial Term, or any Renewal Term (as defined below), the license to Use the Program(s) shall automatically terminate unless Customer has completed an Order to extend its right to Use the Program (each extension being a “Renewal Term(s)”). The Initial Term and any subsequent Renewal Term(s) shall be referred to collectively as the “Term”. Any termination shall be subject to Section 9 of the Agreement (Termination).

II. Licensing Requirements. The Program includes "Client Software". “Client Software” is a Program module(s) that runs on a Seat and facilitates communication with the separately licensed Sybase Unwired Platform Program. Customer must purchase a Seat license for each Seat on which the Client Software for the Program is installed. For each Seat license of each Program purchased by Customer, Customer must also have an equal or greater number of the same type (i.e., subscription or non-subscription) of Seat licenses for the Sybase Unwired Platform Program. Use of Secondary Copies of the Client Software is not restricted to the location(s) identified in the Order.

III. Disclaimer of SAP Liability. Neither SAP AG nor its affiliates shall be liable for any damages (even if they have been advised of the possibility of such damages), warranties, indemnities, or other obligations of any kind, express or implied, arising out of or related to the Program(s). Customer acknowledges and agrees that SAP is intended and shall be a third party beneficiary to this term and may rely on and enforce it against Customer.

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.