



**PRODUCT SPECIFIC LICENSE TERMS**  
**EAServer v.6.3.x Developer 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:

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. The Product Specific License Terms shall govern the Restricted Use Components provided with the Program, notwithstanding any other Sybase license documentation that may accompany those components. Additional functionality may be included in this Program; however, you are only authorized to use the specific functionality made available to you upon installation of the Program or by use of any license keys provided to you by Sybase and not any other functionality accessed by overriding the license management mechanism within the Program. Additional licenses for Sybase components may be available from Sybase for a fee.

**I. TERMS APPLICABLE TO DEVELOPER EDITIONS.** Each copy of the Program is licensed for use by a single Seat solely for development purposes. Deployment licenses for any purpose (including, without limitation, usage in a general production environment or on a webserver) must be purchased from Sybase before you deploy the Program or any portion thereof.

**A. WARRANTY DISCLAIMER.** The following text replaces the performance warranty provided in the Agreement. **THE PROGRAM IS PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER. SYBASE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE PROGRAM, DOCUMENTATION, SUPPORT OR OTHER SERVICES RELATED TO THE PROGRAM. NO WARRANTY IS MADE REGARDING THE RESULTS TO BE OBTAINED FROM ANY PROGRAM OR SERVICES, THAT THE PROGRAM WILL BE ERROR FREE, THAT ALL ERRORS IN THE PROGRAM WILL BE CORRECTED, OR THAT THE PROGRAM’S FUNCTIONALITY WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO (a) REGULARLY BACK UP DATA, AND (b) ADEQUATELY TEST PROGRAM PRIOR TO DEPLOYMENT (IF A DEPLOYMENT LICENSE IS OBTAINED).** Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you.

**B. INFRINGEMENT INDEMNITY.** The following infringement indemnity replaces that provided in the Agreement. Sybase, at its own expense, agrees to (i) defend, or at its option settle, any claim or suit against you on the basis of infringement of any copyright by your use of the Program, and (ii) pay any final judgment entered against you on such issue or any settlement thereof, provided (a) you give Sybase sole control of the defense and/or settlement; (b) you notify Sybase promptly in writing of each such claim or suit and give Sybase all information known to you relating thereto, and (c) you cooperate with Sybase in the settlement and/or defense. (You will be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Sybase.) If all or any part of the Program is, or in the opinion of Sybase may become, the subject of any claim or suit for infringement of any Intellectual Property Rights, or in the event of any adjudication that the Program or any part thereof does infringe, or if your use of the Program or any part thereof is enjoined, Sybase, at its expense, may either:

(1) procure for you the right to use the Program or the affected part thereof; (2) replace the Program or affected part; or (3) modify the Program or affected part to make it non-infringing. If none of the foregoing remedies are commercially feasible to Sybase you agree to discontinue use of the Program. Sybase shall have no obligation to the extent a claim is based upon (A) use of any version of the Program other than a current, unaltered version, if infringement would have been avoided by a current, unaltered version; or (B) combination, operation or use of the Program with software and/or hardware not delivered by Sybase if such infringement could have been avoided by not combining, operating or using of the Program with such software and/or hardware. The above states the entire liability of Sybase, and your exclusive remedy, with respect to any infringement or alleged infringement by the Program or any part thereof.

**C. LIMITATION ON LIABILITY. THE TOTAL LIABILITY OF SYBASE AND ITS SUBSIDIARIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE SUM OF FIVE HUNDRED DOLLARS (500.00 USD). SYBASE’S LICENSORS SHALL NOT BE LIABLE FOR DIRECT DAMAGES. NEITHER SYBASE, ITS SUBSIDIARIES, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING RESTRICTIONS, DISCLAIMERS AND LIMITATIONS SHALL REMAIN IN FORCE EVEN IN THE EVENT OF A FUNDAMENTAL BREACH BY SYBASE OR A BREACH BY SYBASE OF A CONDITION OR FUNDAMENTAL TERM HEREUNDER.** Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations and exclusions may not apply to you.

**II. RESTRICTED USE COMPONENTS.** The Program contains or is provided with the Restricted Use Components identified below. You are permitted without further charge to Use only one (1) copy of each Restricted Use Component on one (1) Machine. You may Use the Restricted Use Components solely in conjunction with your use of the Program, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Adaptive Server® Anywhere	May only be used as a repository to store PowerDyanmo™ applications that can be accessed only through PowerDynamo for such purposes.

**III. EASERVER MANAGER (Jaguar Client Runtime).** Each copy of EAServer Manager licensed with the Program can be installed and run on an unlimited number of Machines.

**IV. FREE DOWNLOAD COMPONENTS.** The Program, including any 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 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.

**V. SAMPLE CODE.** You may use internally and modify the source code versions of those portions of this Program provided as sample code (e.g., code examples, sample applications and other such materials identified in

the documentation), if any. Such source code versions may not be distributed to third parties. No implied license is granted in any copyright or patent rights of Sybase and its suppliers.