



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Data Integration Suite v1.0.x (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 four (4) distinct component parts which may be licensed individually or in combination with other component parts (each a "Program Component"). You are authorized to Use only those Program Components for which you have purchased a license.

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

(i) **Restricted Use Components.** Sybase Data Federation contains or is provided with the Restricted Use Components identified below. You may Use the Restricted Use Components solely in conjunction with your use of Sybase Data Federation, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Sybase Proxy Server	May only be used on the Operating System Software for which Sybase Data Federation is licensed
Sybase Shared Server	May only be used on the Operating System Software for which Sybase Data Federation is licensed
Sybase Database Access Server	May only be used on the Operating System Software for which Sybase Data Federation is licensed

(ii) **Use of Sybase Proxy Server, Sybase Shared Server and Sybase Database Access Server (collectively, the "Federation Components").** You may Use the Federation Components on an unlimited number of Machines and CPUs, provided the Federation Components may only be used in conjunction with your licensed use of 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 v12.6.1*	May only be used on the Operating System Software for which Sybase Replication is licensed. 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 v12.6*	May only be used on the Operating System Software for which Sybase Replication is licensed

* 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.

Developer Components
Software Developers Kit v12.5.1

(iii) Use of Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access. You may Use Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access on an unlimited number of Machines and CPUs, provided the components may only be used in conjunction with your licensed Use of Sybase Replication.

C. Sybase Search.

License. Notwithstanding any provisions of the Sybase License Agreement to the contrary, You are licensed to use Sybase Search on one (1) Machine with the number of processors (“CPUs”) specified on the Order on the Operating System Software and at the site(s) specified on the Order. The license fee payable by You for Sybase Search shall be determined by multiplying the total number of processors by the applicable rate each as set forth in the Order. In the event that the number of processors on the Machine is increased, You shall promptly report such increase, execute a new Order, and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List.

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”) each of which may be Used on different Machines by a different number of CPUs. Notwithstanding any provisions of the Sybase License Agreement to the contrary, the license fee payable by You for each copy of Sybase Real Time Events shall be determined by (i) identifying the total number of processors for Use with each Real Time Events Component and (ii) multiplying only the Real Time Events Component with the higher total number of CPUs by the applicable rate as set forth in the Order. In the event that the total number of processors for either Real Time Events Component is increased, such that there is a new higher total number of CPUs for Use with each Real Time Events Component, You shall promptly report such increase, execute a new Order, and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List. For the avoidance of doubt, each Real Time Events Component may be Used with the number of CPUs specified on the Order.

(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.

Restricted Use Components	Additional Restrictions
Replication Server v. 15.x	May only be used to replicate events to RepConnector
Replication Agent v12.6*	May only be used on the Operating System Software for which Sybase Real Time Events is licensed
Sybase Common Services v. 1.x	Sybase Common Services and the components included therein, including, but not limited to Adaptive Server Anywhere, EA Server, Common Security Infrastructure and Sybase Service Container may only be used with Sybase Real Time Events
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 deploy 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.

III. Free Download Components. The Program Components, 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 Components 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 Components 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 Components 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.