



PRODUCT SPECIFIC LICENSE TERMS

Sybase® EAServer Workgroup and Advanced Editions Version 5.2.x

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 ENTERPRISE APPLICATION SERVER PROGRAM ("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. The terms of this PSLT 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. Applicable CPU Pricing Terms. Notwithstanding any terms to the contrary in an attached Order, the following definition of "CPU License" shall govern your use of the Program. "CPU License" means the license fee payable by you for each copy of the Program determined by multiplying the applicable CPU rate specified on the Order by the lesser of (i) the number of processors on the Machine ("CPUs") on which the Program is running, (ii) the number of CPUs partitioned by you for use with the Program, or (iii) the number of the specified subset of CPUs to which the Program is bound or restricted. In the event the number of CPUs on which the Program is running exceeds the number of licensed CPUs, you shall report such increase and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List. The number of users shall be limited only by the capacity of the licensed CPUs, and may include internal users within your organization, and external users outside of your organization accessing the Program via the Internet ("Internet Users").

II. Terms Applicable to the Workgroup Edition of the Program. A Workgroup license entitles you to access the Program from an unlimited number of Seats, provided that the Program is installed on only one (1) Machine running no more than two (2) CPUs. This Workgroup license description supercedes any definition or terms of use for CPU licenses stated in the Agreement, Exhibit A or purchase order. For the avoidance of doubt, each copy of the Jaguar CTS[®] component of the Program is also limited to use by a maximum of two (2) CPUs on one (1) Machine only. Jaguar CTS may be accessed and used by (a) an unlimited number of "Internet Seats" (i.e., external Seats outside your organization accessing the Program via the Internet) and (b) by an unlimited number of internal Seats (meaning your employees and contractors) using Jaguar CTS on such Machine in connection with their performance of duties for you.

III. Terms Applicable to the Advanced Edition of the Program. Each copy of the Jaguar CTS component of the Program is licensed for use on one (1) Machine only. Jaguar CTS may be accessed and used by (a) an unlimited number of "Internet Seats" (i.e., external Seats outside your organization accessing the Program via the Internet) and (b) by an unlimited number of internal Seats (meaning your employees and contractors) using Jaguar CTS on such Machine in connection with their performance of duties for you, provided that you have paid the applicable fees for each CPU on such Machine.

IV. Development and Testing Licenses. (Applicable only if a Development and Testing ["DT"] License is purchased). You are granted a limited right to use the Program for development and testing purposes only and not in a production environment. Notwithstanding any other provisions of the Agreement or these Product Specific License Terms, the license fee applicable for each copy of the Program shall be determined by multiplying the total number of

processors on a Machine (“CPUs”) by the applicable rate as specified on the order. In the event that the number of processors on the Machine is increased, you shall report such increase and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the price list. The number of users shall be limited only by the capacity of the licensed CPUs, and may include internal users within your organization, and external users outside of you organization accessing the Program via the Internet (“Internet Users”).

V. 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 PowerDynamo™ applications that can be accessed only through PowerDynamo for such purposes.

VI. EAServer Manager (Jaguar Client Runtime) (Applicable to all versions and license types). Each copy of EAServer Manager licensed with the Program can be installed and run on an unlimited number of Machines.

VII. 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.

VIII. 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.