



PRODUCT SPECIFIC LICENSE TERMS FOR REMOTEWARE PRODUCTS

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:

1. 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.
2. The Software may include "Server Software" and "Client Software".
"Server Software" is the Software module(s) installed on a single network or file server computer ("Server") that manages and controls the automated exchanges of information with Clients through various telecommunication channels. "Client Software" is the Software module(s) that runs on remote computers ("Clients") and which facilitates communications with the Server. For these Programs only, references to Seats in an Exhibit A or Schedule shall mean Clients as defined in this Addendum. Each copy of the Server Software licensed shall be a single copy license that allows Customer to execute one copy of the Server Software under one single operating system image only at the Designated Location. Customer may change the Designated Location at any time upon prior written notice. Upon relocation, Customer must discontinue Use of the Software at the prior Designated Location. Customer must purchase a Client license for each Client authorized to access the Server Software or Use Client Software. Each copy of the Server Software may be Used only on one Server at a time to manage up to the number of Clients licensed for that Server Software and may be Used only for the internal Use of Customer in processing Customer's and Business End Users' data. Each Program shall be subject to the usage limitations based on quantity and type of license purchased, as indicated on the Order. Any extension of Customer's rights of Use shall require payment of additional fees in accordance with Sybase's then current terms and fees.
3. Notwithstanding any language in the Software License Agreement, Sybase grants Customer the right to copy and distribute the Client Software and the related documentation to Customer's end users who are either within Customer's organization or are third parties who are clients of Customer having a continuing business relationship with Customer (collectively the "Business End Users"). Such right to copy and distribute is limited to the quantity of Client Software listed on the applicable Exhibit A or Schedule(s). The Business End Users' Use of the Client Software shall be limited to the exchange of information between the Client Software and Customer's server on which the Server Software is installed and in Use. Customer shall ensure that each Business End User agrees: (i) to Use the Client Software solely for the purpose of connecting to the Server upon which the Server Software is installed and in Use, and (iii) to promptly return the Client Software and related documentation to Customer upon termination of the Business End User's relationship with Customer. Customer agrees to be responsible for all claims and liabilities resulting from Use of the Client Software and for any breach of this Agreement by the Business End Users. Customer agrees to keep current and provide to Sybase within thirty (30) days of any such Sybase request, a written report identifying the location of each copy of the Client Software along with each Business End User's name and address. Customer understands that the obligations of, and warranties made by, Sybase under this Agreement are solely to Customer and shall not extend to Business End Users or any other third parties. The rights granted under this section are granted only on condition that Customer (i) has purchased a license for each Client, including each Business End User; and (ii) does not grant or allow the exercise of any right inconsistent with this Agreement.

4. Administrative Users. A license for a RemoteWare Server also permits up to 10 Users to access the administrative console to modify operating properties of the Program or review information within the administrative consoles.

5. RemoteWare Server Capacity. Capacity is expressed as 4/100, 8/250, 16/500, 16/U, 32/U, or 64/U. The first number indicates the number of concurrent sessions supported by the Server, and the second number indicates the maximum number of clients supported by the Server. Where the second number is U, this represents 16,000 clients. For example, 4/100 means the RemoteWare Server will support up to 4 concurrent sessions and 100 total clients; 64/U means the RemoteWare Server will support up to 64 concurrent sessions and 16,000 total clients. The Server capacity must not be less than the number of clients licensed. For example, the 4/100 Server will support up to 100 clients; if the customer is deploying more than 100 clients, they must purchase a larger server such as the 8/250.

6. Cluster Option for RemoteWare. If Customer has purchased a Cluster License, Use of the Programs under a single Cluster License may not exceed six RemoteWare Servers; and all RemoteWare Servers must be of the same capacity (e.g. all 8/250 or all 16/500).

7. The following RemoteWare Development and Testing License (DT) definition supersedes any provisions in the Agreement regarding the same subject; but only with respect to RemoteWare products:

Development and Testing License. The limited right to Use the Program for development and testing purposes only and not in a production environment. DT licenses are Server based. A DT license is not limited to a Standalone Seat

8. Free Download Components. The Program 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>. 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.