



LICENSE AGREEMENT

France
20071201

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CLICK THE "I AGREE" BUTTON IF YOU WISH TO DOWNLOAD OR INSTALL THE PROGRAM.

1. ABBREVIATIONS AND DEFINITIONS. Abbreviations and definitions appear at the end of this Agreement.

2. LICENSE.

2.1 Sybase grants to You a nonexclusive, nontransferable, perpetual license to Use the Program at the location(s) specified on the Order. Each Program shall be subject to the usage limitations based on quantity and type of license purchased, as indicated on the Order. You may Use the Program (and accompanying Documentation) solely for Your internal business purposes by Your employees, agents and contractors and on the operating systems specified in the Order, unless otherwise permitted by the type of license purchased. If the type of license is not indicated in the Order, each copy shall be licensed for a single Seat on a single Machine. The Program may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without Sybase's prior written consent and payment of any applicable fees in accordance with Sybase's then current policies. The Program may be transferred to another Machine, site or Operating System Software only upon prior written notice and subject to Sybase's transfer policies and fees then in effect. If multiplexing hardware or software is used, the number of Seats shall include all inputs to the multiplexing front end.

2.2 You understand and agree that some Sybase Programs and license types are subject to additional or supplemental terms and conditions ("Product Specific License Terms") that are posted on www.sybase.com/pslt as of the date of the Order for such Programs. Product Specific License Terms are written and shall be enforceable in the English language. You acknowledge that You have had the opportunity to review the Product Specific License Terms applicable to each licensed Program prior to placing an Order. By ordering, installing or using the Program in any way, You acknowledge and agree that You have read, understand and agree to the applicable Product Specific License Terms.

2.3 You may not copy the Program except (a) to make a reasonable number of copies of each Program solely for inactive backup or archival purposes, and (b) to make the number of Secondary Copies indicated in the Order for the Program. You may not modify, reverse engineer, decompile or disassemble the Program (except as specifically permitted by law without the possibility of contractual waiver, or as expressly permitted in the Documentation). Transfer of

the Program outside the country in which it was originally delivered to You is not permitted without Sybase's prior written consent and is subject to compliance with all applicable export regulations and restrictions. If the Program includes more than one component product, Use of all components of the Program is restricted to the same Machine and the Program may not be unbundled for Use on different or additional Machines. You may not Use the Program for timesharing, hosting, rental or service bureau purposes, or otherwise allow direct or indirect (including over the Internet) access or Use of the Program by any third party (except consultants and contractors performing services for Your benefit as expressly permitted in Sections 2.1 and 5), without Sybase's prior written consent and subject to any applicable fees. You may contract with a third party ("Outsourcer") to operate the Program on Your behalf and solely for Your benefit; however, You shall remain subject to all of the provisions of this Agreement and shall be liable for Outsourcer's compliance with the provisions of this Agreement. You shall not remove any copyright notices or other proprietary notices from the Program, and shall reproduce such notices on all copies of the Program. Results of benchmark or other performance tests run on the Program may not be disclosed to any third party without Sybase's prior written consent.

2.4 You, at Your own expense, shall be responsible for installing the Program and all Updates.

2.5 Third party products delivered by Sybase that are accompanied by a license agreement from the supplier are provided subject to such supplier license agreement. The terms of this Agreement shall not apply to such third party products, except that as between You and Sybase, the provisions of this Section 2.5, Section 3, Section 8.4 and Section 10.7 shall apply. SYBASE PROVIDES SUCH THIRD PARTY PRODUCTS "AS IS" WITHOUT ANY INDEMNITIES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Sybase shall not be obligated to provide any Support or error correction services for such third party products, but such services may be available from the third party supplier. Third party products not accompanied by a license agreement from the supplier shall be subject to the terms of this Agreement.

2.6 No more often than once in any 12-month period, Sybase may, at its expense, upon reasonable notice and during business hours, audit the number of copies of the Program in Use and Your compliance with the applicable usage limitations set forth by this Agreement. The auditors shall protect the confidentiality of Your information and abide by Your reasonable security regulations. If the Use of the Program is found to be greater than that for which You are licensed, You shall pay any additional amounts due based upon the prices set forth in the Price List.

2.7 Sybase reserves any and all rights and licenses in and to the Program not expressly granted herein.

3. FEES AND PAYMENT

License and Support fees for the Program are due and payable to Sybase Net 30 days after the invoice date if You have acquired the Program directly from Sybase; otherwise such fees are due and payable in accordance with the reseller's policies. You shall pay all applicable shipping and handling charges, and sales, use, value added, personal property, or similar taxes, tariffs or governmental charges, exclusive of those based upon Sybase's or its reseller's income and corporate franchise taxes. You will reimburse Sybase for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

4. SUPPORT AND TECHNICAL SERVICES.

4.1 The payment of license fees does not entitle You to Support services or software Updates, however, Support and Updates are available from Sybase under this Agreement upon the payment of additional fees. Fees for Support ("Support Fees") shall be paid annually in advance. Support may be extended for one-year periods at the Support Fees set forth in the Price List for as long as Sybase offers Support for the applicable Program. If You do not provide a valid Purchase Order or written acknowledgement for the renewal of Support prior to expiration, Support will be suspended on the expiration date. Once Support has been suspended, You may reinstate Support only by paying Sybase's then current reinstatement fee.

4.2 Sybase will provide You the level of Support corresponding to the Support Plan specified on the Order, subject to Your payment of applicable Support Fees. Support will be provided in accordance with Sybase's then current plan description for such Support Plan solely to Your authorized support contacts for the "Supported Program" listed on such Order. "Supported Program" shall mean the then current Major Version of a listed Program running on the specified Operating System Software and, for a period of 12 months after introduction of a new Major Version of such Program, the immediately preceding Major Version of the Program. If You purchase Support for any Program in Use on a Machine or in a network, You must purchase the same level of Support for all copies of such Program on such Machine or network. As part of such Support service, Sybase will use commercially reasonable efforts to correct or circumvent reported errors in the Supported Program that can be reproduced at a Sybase support facility. Sybase shall have no obligation to provide Support with respect to: (i) Use of any Program on any computer system other than the specified Machine and Operating System Software; (ii) Use of any version of the Program modified by You in breach of this Agreement; or (iii) Use of versions of different co-operating Supported Programs that are not specified in the applicable Documentation to execute correctly together on a Machine or in a network. Sybase has no obligation to modify any version of the Program to run with new versions of the Operating System Software. Sybase reserves the right to make corrections only to the most current generally available Major Version of the Program.

4.3 You understand and agree that some Updates are subject to Product Specific License Terms that are posted on www.sybase.com/pslt and also that the provisions of this License Agreement apply to a software Update as well as to a Program.

4.4 The payment of license fees does not entitle You to consulting or education services, however, such services are available under this Agreement upon the payment of additional fees. Consulting services provided under this Agreement will be billed on a time and materials basis.

5. CONFIDENTIALITY.

"Confidential Information" shall include the Program (including methods or concepts utilized therein) and all information identified by Sybase as proprietary or confidential. Confidential Information shall remain the sole property of Sybase and shall not be disclosed to any third party without the express written consent of Sybase; except that You may disclose Confidential Information to consultants performing services for Your benefit, provided that such consultants are bound by a written non-disclosure agreement with You that protects such Confidential Information in a manner consistent with this Agreement. Except with respect to the Program, items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with Sybase; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by You without access to the Confidential Information; or (iv) if proven to have been known to You at the time of disclosure. You shall immediately inform Sybase if You are required to produce Confidential Information by operation of law, and if so requested by Sybase, shall provide reasonable assistance to Sybase in seeking to limit such production. A copyright notice on a Program does not, by itself, constitute evidence of publication or public disclosure.

6. INFRINGEMENT INDEMNITY. Sybase, at its own expense, agrees to (a) defend, or at its option settle, any claim or suit against You on the basis of infringement of any copyright, trademark, trade secret or United States patent ("Intellectual Property Rights") by Your Use of the Program, and (b) pay any final judgment entered against You on such issue or any settlement thereof, provided (i) You give Sybase sole control of the defense and/or settlement; (ii) You notify Sybase promptly in writing of each such claim or suit and give Sybase all information known to You relating thereto, and (iii) 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 Right, or in the event of any adjudication that the Program or any part does infringe, or if Your Use of the Program or any part is enjoined, Sybase, at its expense, may either: (a) procure for You the right to Use the Program or the affected part; (b) replace the Program or affected part; (c) modify the Program or affected part to make it non-infringing; or (d) if none of the foregoing remedies are commercially and reasonably feasible, refund to You the license fees received by Sybase for 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; (b) combination, operation or Use of the Program with software and/or hardware not delivered by Sybase or recommended by Sybase in the Documentation, if such infringement could have been avoided by not combining, operating or using the Program with such software and/or hardware, or (c) any modifications to the Program which were not made by Sybase. This Section 6 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.

7. PROPRIETARY RIGHTS AND OWNERSHIP. All of the copyright and intellectual property rights in the Program, Documentation and all copies thereof are owned by Sybase or its subsidiaries, or their respective suppliers and are protected by copyright and/or trade secret laws and international treaty provisions. You acquire only the non-exclusive, non-transferable right to Use the Program as permitted herein, and do not acquire any rights of ownership in the Program.

8. LIMITED WARRANTY AND LIMITATIONS ON LIABILITY.

8.1 Unless otherwise specified in the Documentation, for a period of 90 days from the date of shipment (or date on which an electronic download access code is made available) to You, Sybase warrants that the Program, when Used in accordance with the Documentation, will operate in material conformity with such Documentation and the Program media shall be free of defects. In the event of a non-conforming Program or defective media, Your sole remedy shall be, at Sybase's option, replacement of the defective Program or a refund of the license fees received by Sybase for the affected Program. Sybase warranties extend solely to You, the original licensee.

8.2 SYBASE DISCLAIMS ALL OTHER 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, 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.

8.3 The Program and third party products are not fault-tolerant and are not designed, manufactured or intended for Use in the control of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other applications in which the failure of the Program could lead directly to death, personal injury, or severe physical or environmental damage, and Sybase and its suppliers specifically disclaim any express or implied warranty of fitness for such purposes.

8.4 **LIMITATIONS ON LIABILITY.** NEITHER SYBASE, SYBASE, INC., OR A SYBASE, INC. SUBSIDIARY, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR (i) ANY LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR SAVINGS, LOSS RESULTING FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOST OR WASTED MANAGEMENT TIME OR TIME OF ANY OTHER EMPLOYEES OR CONTRACTORS OR (ii) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SYBASE AND ITS SUBSIDIARIES, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY IN THE EVENTS OF WILFUL INTENT OR GROSS NEGLIGENCE OF SYBASE. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN SYBASE PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES.

9. TERM AND TERMINATION. This license is effective until terminated. Sybase may terminate a license if You have not paid any fees due within 15 calendar days after written notice that payment is past due. You may terminate the license at any time by destroying the Program and documentation. Either party may terminate this Agreement upon any other material breach of this Agreement by the other party that has not been corrected within 60 calendar days after written notice. Upon termination of this Agreement, all licenses granted hereunder shall terminate, You shall cease Using the Program and Documentation (whether or not modified or merged into other materials) and You shall certify in writing to Sybase that all copies (in any form or media) have been destroyed or returned to Sybase. Termination shall not relieve You from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies. Sections 1, 5, 6, 7, 8, 9, 10 and 11 shall survive termination of this Agreement.

10. GENERAL

10.1 Neither this Agreement nor any license granted hereunder may be assigned by You (whether by operation of law or otherwise) without Sybase's prior written consent. Any such purported assignment shall be void.

10.2 This Agreement is the entire agreement of the parties and supersedes all previous and contemporaneous communications, representations, or agreements regarding the subject matter hereof. This Agreement may be modified only in writing signed by both parties. Purchase Orders shall be binding as to the products and services ordered, the fees due and the site for installation or performance of services. Other terms and preprinted terms on or attached to any Purchase Order shall be void.

10.3 You shall not transfer, directly or indirectly, any restricted Program or technical data received from Sybase or its subsidiaries, or the direct product of such data, to any destination or entity subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

10.4 Sybase shall not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of: acts by You, acts of God or the public enemy, war, terrorism, riots, strike, embargo, acts of civil or military authority, unavailability of communications facilities or energy sources, or any other cause that is beyond the reasonable control of Sybase.

10.5 All notices relating to this Agreement shall be in writing and delivered to the other party by overnight delivery service or first class prepaid mail with return receipt requested (in the case of Sybase to the attention of its General Counsel).

10.6 If any provision of this Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.

10.7 This Agreement shall be governed by, and construed and enforced in accordance with the laws of France without regard to conflict of law principles. Each of the parties hereby irrevocably submits any dispute arising under this Agreement to the jurisdiction of the Paris courts. The United Nations Convention on the International Sale of Goods, the application of which is expressly excluded, shall not govern this Agreement.

11. ABBREVIATIONS AND DEFINITIONS.

"Agreement" - This License Agreement, together with any applicable Supplements and Product Specific License Terms, and each Order.

"Application License" or "AP" - The limited right to install the Program on any Server at the single physical location (or approved hosting site) specified for such license in the applicable Order.

"Chip" - Electronic circuitry containing one or more Cores, usually on a silicon wafer.

"Cluster License", or "CL" - The limited right to Use the Program on any number of Servers at the single physical location specified for such license in the applicable Order, but only if each such Server is part of a load-balanced or failover configuration and in the aggregate provides no greater access to the Program or any associated data than would be provided by a single Server operating alone.

"Concurrent User" or "CU" - A specific, identifiable, unique input/output device capable of directly or indirectly accessing and using a Program such as (without limitation) a terminal, personal computer, single user workstation, personal digital assistant ("PDA"), wireless device or real time device. See "Concurrent User License".

"Concurrent User License" - The limited right for a maximum number of Concurrent Users equal to the quantity of such licenses purchased, as indicated in the applicable Order, to directly or indirectly access the Program on a single specified licensed Server at any given instant in time.

"Core" - A functional unit within a computing device that interprets and executes software instructions.

"CPU" - The unit of measurement used in the CPU License type (see "CPU License") and the Internet Access License type (see "Internet Access License"). For Sybase Programs, the number of CPUs is equal to the number of Processors or Cores on a Machine. For iAnywhere Solutions Programs, the number of CPUs is equal to the number of Chips on a Machine irrespective of the number of Processors or Cores.

"CPU License" or "CP" - The limited right to install the Program on a Machine on which the number of CPUs is no greater than the number of licenses purchased, as specified on the Order. The number of Seats that may access the Program shall be limited only by the capacity of the licensed CPUs, and may include internal usage by Seats within the Customer's organization, and external usage by Seats outside of the Customer's organization accessing the Program via the Internet ("Internet Users"). Internet Users may not Use the Program to develop or modify applications or perform other programming tasks, and may only Use the Program in conjunction with Customer's applications. The license fee payable by Customer for each copy of the Program installed on a Machine shall be determined by multiplying the number of CPUs on the Machine by the applicable rate, each as specified on the Order. In the event that the number of CPUs on the Machine is increased, Customer shall report such increase, issue a new Order and pay an additional amount determined by multiplying the incremental CPUs by the then applicable rate per CPU set forth in the Price List.

"Development and Testing License" or "DT" - The limited right to install the Program on a Machine on which the number of CPUs is no greater than the number of licenses purchased, as specified on the Order, and to Use such Program for development and testing purposes only and not in a parallel production environment. See "CPU" and "CPU License".

"Documentation" - Installation instructions and user manuals supplied with the Program.

"ESD" - means Electronic Software Download.

"Exhibit A" - A standard form purchase-authorizing document made available by Sybase which may be substituted for a Purchase Order.

"Floating License" or "FL" - The limited right to install the Program on any number of workstation Machines, provided that at any given instant in time the total number of such workstation Machines on which Customer is permitted to Use the Program simultaneously may not exceed the number of licenses purchased.

"Internet Access License" or "IC" - The limited right to permit "External Internet Seats" to access a licensed Program, provided the number of CPUs on the Machine on which the licensed Program is installed is no greater than the quantity of such licenses purchased, as specified on the Order. The number of "External Internet Seats" shall be limited only by the capacity of the licensed CPUs. "External Internet Seats" shall mean Seats which access the specified Program via the Internet; provided that the person at such Seat is not acting in the capacity of an employee, agent or independent contractor of Customer. External Internet Seats may query the Program database and update such database to the extent allowed by Customer's application, but may not Use the Program to develop or modify applications or perform other programming tasks. Customer may not Use the specified Program in connection with a website hosted by Customer on behalf of third parties. An Internet Access License does not cover intranet usage or other internal usage and Customer must acquire the necessary Seat licenses for all internal usage of the Program. If Customer purchases (or renews) Support for a Program for which an Internet Access License has been obtained, Customer shall purchase the same level of Support for the Internet Access License as for such Program. The license fee payable by Customer for each copy of the Program installed on a Machine shall be determined by multiplying the number of CPUs on the Machine by the applicable rate, each as specified on the Order. In the event that the number of CPUs on the Machine is increased, Customer shall report such increase, issue a new Order and pay an additional amount determined by multiplying the incremental CPUs by the then applicable rate per CPU set forth in the Price List.

"Machine" - A single computer hardware system identified on the applicable Order running a single copy of the Operating System Software.

"Mainframe Base" or "MB" - The basic license fee applicable for certain mainframe Programs based upon the mainframe Machine model set forth in the applicable Order. For each copy of a Program designated as license type MB, Customer shall also pay the applicable MSU License fee based upon the then current MSU rating of the mainframe Machine. See also "MSU (Millions of Service Units) License".

"Major Version" - A major release of a Program containing new features and functions.

"MSU (Millions of Service Units) License" or "MU" - The license fee payable by Customer for each copy of the Program shall be determined by multiplying the number of MSUs for the Machine by the applicable rate and adding the applicable Mainframe Base rate thereto, all as specified in the applicable Order. In the event that the number of MSUs for the Machine is increased, Customer shall report such increase, issue a new Order, and pay an additional amount

determined by multiplying the incremental number of MSUs by the then applicable MSU rate for the Program and adding any incremental base rate fee thereto, all as set forth in the Price List. The number of users shall be limited only by the capacity of the licensed MSUs, and may include internal users within the Customer's organization, and external users outside of the Customer's organization accessing the Program via the Internet ("Internet Users"). Internet Users may not Use the Program to develop or modify applications or perform other programming tasks, and may only Use the Program in conjunction with Customer's applications.

"Networked License" – The limited right for the number of Seats equal to the quantity of such licenses purchased, as specified in the Order, to directly or indirectly access a Program installed on a licensed Server or Servers in a single network.

"Networked Seat" – see **"Seat"**.

"Operating System Software" - The operating system software on which the Program is licensed to be Used, as specified on the Order.

"Order" – A Purchase Order or Exhibit A signed by Customer and accepted by Sybase.

"OT" - denotes "other", for products or services included on an Order, which are not otherwise defined.

"Price List" - Sybase's then current price list for the country in which the Program is to be installed.

"Primary Copy" - A licensed copy of the Program provided by Sybase or made available by Sybase for electronic download, including a copy provided initially as a trial copy.

"Processor" – means **"Core"**.

"Program" -The object code version of the software product(s) listed in the Order, as well as any and all Updates and authorized copies. Although the Program media may contain other software products, Customer is licensed to install and Use only the designated Program.

"Purchase Order" - A purchase order or other purchase-authorizing document issued by Customer for Sybase products and/or services and accepted by Sybase, as confirmed by a Sybase invoice.

"Quantity of Licenses" – The number of a particular license type, such as (without limitation) Server or Seat, licensed for a particular Program pursuant to an Order.

"Seat", or "ST" - A specific, identifiable, unique input/output device capable of directly or indirectly accessing and using a Program such as (without limitation) a terminal, personal computer, single user workstation, personal digital assistant ("PDA"), wireless device or real time device. See "Networked License".

"Secondary Copy" - A licensed copy of the Program reproduced by Customer from the Primary Copy.

"Server" – A computer containing software, which permits it to await and fulfill services to other computers.

"Server License" or "SR" – The limited right to install a copy of a Program on a Server, for access solely by licensed Seats or licensed Concurrent Users, as applicable.

"Standalone Seat" or "SS" – The limited right to install the Program on a single workstation Machine (and not a server Machine) for access solely by the single workstation Machine upon which it resides.

"Standby Concurrent User License" or "SC" – The limited right to access and Use a Standby Copy of a Program licensed under a Concurrent User License in the event of an interruption of a production copy of the same Program. See "Concurrent User License".

"Standby Copy" - means a copy of a Program pre-installed on a separate Machine for the purpose of processing data duplicated from a production copy of the same Program. The Standby Copy may be accessed and Used in the event of a failure of the production Machine for the duration of such failure.

"Standby CPU License" or "SF" – The limited right to access and Use a Standby Copy of a Program licensed under a CPU License in the event of an interruption of a production copy of the same Program.

"Standby Server License" or "SV" – The limited right to install a Standby Copy of a Program licensed under a Server License in the event of an interruption in the operation of a production copy of the same Program.

"Support" - The technical support plan selected by Customer.

"Updates" - means error corrections, maintenance releases and Major Versions of the Program made available to Sybase customers under certain Sybase Support plans.

"Upgrade" - means (i) transfer of the Program to a Machine of a higher Sybase Machine Class, i.e. transfer to a Machine that provides greater processing capacity, or (ii) Customer migration from one edition of a Program to another edition with increased functionality, e.g. from Advanced Edition to Enterprise Edition.

"Use" – means to install, load, view, print, update, access, utilize, or store the Program.