

**PRODUCT SPECIFIC LICENSE TERMS**

**Sybase(r) SQL Anywhere(tm) Developer Edition**

**IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE SOFTWARE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL RIGHTS AND LIMITATIONS SHALL APPLY TO THE PROGRAMS DESIGNATED BELOW.**

NOTE: ALTHOUGH SQL ANYWHERE DEVELOPER EDITION MAY BE AVAILABLE AT NO CHARGE, THE PROGRAM IS NOT TRANSFERABLE. THEREFORE, YOU AGREE NOT TO DISTRIBUTE, SUBLICENSE, OR OTHERWISE TRANSFER THE PROGRAM TO (OR ALLOW THE USE OF THE PROGRAM BY) ANY THIRD PARTY.

The Program contains or is provided with component software products from both iAnywhere and third parties. Except as otherwise specifically authorized 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 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 iAnywhere and not any other functionality accessed by overriding the license management mechanism within the Program. Additional licenses may be available from iAnywhere for a fee.

Please Note: The following product name changes have been made in this version 10 of SQL Anywhere:  
Adaptive Server Anywhere is changed to SQL Anywhere.  
Adaptive Server Personal Database is changed to SQL Anywhere Personal Server.

**1. Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Sybase Software License Agreement. "Program" as used herein, means and refers to Sybase SQL Anywhere Developer Edition and all its components. This version of SQL Anywhere Developer Edition includes the following Sybase components:

- \* SQL Anywhere (tm) Server (Client and Server version)
- \* SQL Anywhere (tm) Personal Server with Synchronization
- \* SQL Anywhere (tm) UltraLite edition
- \* MobiLink Synchronization Server
- \* Sybase Central(tm)

The listed products may not all be available on all operating systems; for example, UltraLite is not available on UNIX. Please check product documentation for complete product availability. Further, although the Program media may include versions of SQL Anywhere Server, SQL Anywhere Personal Server and client components for several different operating systems, each licensed copy of SQL Anywhere Server, SQL Anywhere Personal Server and client components may only be installed on one (1) operating system.

**2. Unbundling.** As noted above, Sybase SQL Anywhere Developer Edition is a suite of several component software products. Except as otherwise specifically authorized below, use of all components of this Program is limited to the same development Seat(s) (e.g., PC, single user workstation, or real time device) for which you acquired this Program license, and the components of this Program may not be unbundled and used by different or additional Seat(s).

**3. Developer Use of Programs.** Each copy of this SQL Anywhere Developer Edition is licensed for use by a single Seat solely for internal evaluation, development and testing of applications compatible with the Program. Deployment licenses for any other purpose (including, without limitation, usage in a general production environment or on a webserver) must be obtained from Sybase before you deploy or make any other use of SQL Anywhere Developer Edition or any component thereof. The license for one (1) client Seat included permits you to install SQL Anywhere Server on a single Machine running one (1) operating system and access the SQL Anywhere Server components from one (1) Seat, and you may install the following components on this single connected client Seat: the SQL Anywhere client software, and the SQL Anywhere Personal Server with Synchronization. Synchronization for the Seat described above may be implemented by using Sybase Mobilink or Sybase SQL Remote. You may also install and use one (1) copy of the MobiLink Synchronization Server for purposes of synchronization with SQL Anywhere databases. You may use one (1) copy of the UltraLite database and the MobiLink client software on one (1) client device. You may use one (1) copy of Sybase Central solely in conjunction with your use of SQL Anywhere and MobiLink. You must use the foregoing program on either the server Machine on which the SQL Anywhere Server and MobiLink components are installed or on the client Seat(s) licensed to access the SQL Anywhere Server.

**4. Diagnostic Tracing.** When using the Application Profiling feature in SQL Anywhere, you have the option of storing tracing data within the database being profiled or in a separate tracing database stored on a separate machine. You may install the SQL Anywhere Server components on a separate machine solely for use with the tracing database used in conjunction with the Application Profiling feature. No other components may be installed on the separate machine, and the SQL Anywhere Server may not be used to process other applications, without obtaining an additional license.

**5. High Availability Option.** The SQL Anywhere Developer Edition includes the High Availability Option for SQL Anywhere for internal evaluation, development and testing only. If using this option, you may install i) an additional SQL Anywhere Server on a secondary machine for use in the event of a failure of the primary server, and ii) an additional SQL Anywhere Server on another machine to act as the arbiter server. The secondary server and the arbiter server may not be used to process other applications without the purchase of an additional database server license.

**6. SQL Anywhere Deployment Platforms; Operation of User Tools.** For certain computing platforms, such as Unix, only certain core components of SQL Anywhere are available. For each copy of SQL Anywhere Developer Edition licensed on a platform(s) where certain user tools are not available, you are licensed to run such user tools (e.g., Sybase Central) on one Intel (or compatible) Machine running Windows. You are not authorized to run the SQL Anywhere Server on this Intel Machine.

**7. Security Option.** RSA Encryption is included in the SQL Anywhere Developer Edition. Software for Strong Encryption using ECC or FIPS certified technology, which may be included with the Program, may not be installed or used without the purchase of a separate license at an additional charge. If the needed license has been purchased, the Strong Encryption may only be used in conjunction with Sybase SQL Anywhere. You are advised that these Encryption Programs and related Documentation are cryptographic in nature and therefore are highly regulated. Obtaining any necessary export or import approval for any of your applications or the Security Options or Documentation is your responsibility.

**8. Sample Code.** You may use internally and modify the sourcecode 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.

**8. Support.** This Agreement does not entitle you to any maintenance or other services or any updates or new versions of the Program. Maintenance and support may be obtained for a fee.

**9. Term.** This license is effective until terminated. You may terminate it at any time by destroying the Program(s) and Documentation. This license will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Program(s) and Documentation. All disclaimers of warranties and limitations of liability contained in the License Agreement accompanying the Program are applicable to the Program and its components and shall survive any termination of this Agreement.

**10. 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 iAnywhere in the Agreement relating to the Free Download Components as part of the Program are provided by iAnywhere 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 damage), 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 iAnywhere with regard to the Program as a whole. B. DISCLAIMER OF INDEMNITIES. The Free Download Components are excluded from any indemnity provided by iAnywhere or its subsidiaries in the Agreement