

PRODUCT SPECIFIC LICENSE TERMS

Software Developer Kit version 12.5.0.x Limited Life Versions (each a "Program")

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THIS PROGRAM:

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.

- I. 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 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.
- II. AS TO COPIES OF THE PROGRAMS LICENSED AFTER JULY 30, 2006, THE FOLLOWING TERMS AND CONDITIONS OF THESE PRODUCT SPECIFIC LICENSE TERMS SHALL APPLY. LICENSING OF THE PROGRAMS IS RESTRICTED TO "QUALIFIED LICENSEES" (AS DEFINED BELOW). ENGINEERING SUPPORT AND MAINTENANCE IS SCHEDULED TO BE DISCONTINUED FOR THE PROGRAMS ("END-OF-LIFE"). PLEASE REVIEW THE DETAILS BELOW CAREFULLY.
- A. Qualification as Licensee. You are not authorized to purchase licenses for a Program unless you have previously purchased a license for version 12.5.0.x of the Program prior to July 30, 2006 ("Qualified Licensee"). If you are a Qualified Licensee, you are authorized to Use the additional number of copies of the Program set forth in the Order in accordance with the Agreement. You represent that you are a Qualified Licensee. If you have purchased a license for the Program after July 30, 2006 and you are not a Qualified Licensee, please contact Sybase immediately.
- B. Limited Support and Maintenance Availability; Scheduled End-of-Life. Standard Sybase support and maintenance (if purchased) will only be provided for the Programs in accordance with the Agreement through July 30, 2007. Thereafter, Sybase will only address P1 (severity level 1 issues), and shall have no other obligation with regard to support or maintenance. The Programs will be End-of-Life Programs as of September 30, 2008 (or July 30, 2009 for localized versions) ("EOL Date"). After the EOL Date, Sybase shall have no obligation or liability whatsoever with regard to maintenance or support of the Programs. Sybase may in its discretion elect to make limited technical assistance available, subject to the availability and personnel and other resources, and subject to a separate Sybase support contract for such Programs on terms and conditions that must be agreed to between you and Sybase.
- C. Discontinuance of Compatibility with ASE 15.x. On or after November 30, 2007, the Programs' ODBC driver and OLE DB functionality (which is licensed to Sybase by Data Direct or its predecessors) will be

- disabled (by means of a time-bomb or other mechanism) so that it will no longer function with ASE versions 15.x or later.
- D. No Licensing of Programs After July 30, 2009. You will not be able to obtain any additional copies of the Programs after July 30, 2009.
- E. FURTHER DISCLAIMER OF OBLIGATIONS AND LIABILITIES AS TO PROGRAMS LICENSED AFTER JULY 30, 2007. The following additional disclaimers and limitations apply to all copies of the Programs licensed after July 30, 2007.
 - Additional Disclaimer of Warranties. Notwithstanding any provision of the Agreement, the Programs and related Services, if any, are provided "AS-IS", WITH ALL FAULTS and WITHOUT ANY WARRANTY OR CONDITION OF WARRANTY.
 - 2. Disclaimer of Indemnities. Notwithstanding any provision of the Agreement, Sybase shall have no obligation to defend, indemnify or hold harmless you or any party for any claims arising out of, resulting from or in any way connected with a Program and/or your use of a Program, including but not limited to, claims of patent or copyright infringement or misappropriation of trade secrets.
 - 3. Disclaimer of All Damages. UNDER NO CIRCUMSTANCES SHALL SYBASE, ITS SUBSIDIARIES OR ITS LICENSORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFITS, LOSS OR INACCURACY OF DATA OR LOSS RESULTING FROM BUSINESS DISRUPTION, EVEN IF SYBASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.