

## PRODUCT SPECIFIC LICENSE TERMS Sybase® Communications e-Business Solution ("CEBS") and Options ("Program")

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:

- I. License Terms. The Sybase Communications e-Business Solution ("CEBS" or "Program") is a transactional portal encompassing a platform and several optional application modules (each an "Option"). Each Option is also a Program. The Programs are licensed for Use for the quantity of Instances (defined as set forth herein) that have been purchased, on the multiple clustered Machines (or single Machines in the case of Options) specified, and at the Site specified, all as set forth on the Exhibit A. Each CeBS Program and Option license purchased may be Used only for purposes of creating a single portal solution ("Portal"). For additional portal solutions, licenses for additional copies of CeBS and Options must be separately purchased. Subject to all of the foregoing, each Program licensed may be Used on multiple clustered Machines. For purposes of this Addendum, "Instance" means each copy of the CeBS core Program running on a single Machine or on multiple clustered Machines. The Program may be accessed (notwithstanding any terms to the contrary in the Agreement or this Addendum) (a) through the Portal by an unlimited number of "Internet Users" (i.e., external users outside Customer's organization accessing the Program via the Internet) and (b) by an unlimited number of internal users within Customer's organization, provided that as to both Customer has paid the applicable fees for the instances Used; and further provided that Internet Users may only query the Program database and update such database to the extent allowed by Customer's Portal, but may not use the Program to develop or modify applications or perform other programming tasks.
- II. Free Download Components. The Program, including any Developer Components and 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 <a href="http://www.sybase.com/thirdpartylegal">http://www.sybase.com/thirdpartylegal</a> (third party licenses and notices for Free Download Components included as part of the Developer Components and 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.