



PRODUCT SPECIFIC LICENSE TERMS
Enterprise Adapters and Enterprise Adapter Workbench
(“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:

CUSTOMER AND SYBASE AGREE THAT WITH RESPECT TO THE ENTERPRISE ADAPTER PROGRAMS (ALL VERSIONS) AND THE TIB/ADAPTER SDK, TIB/ADAPTER ADMINISTRATOR, TIB/RENDEZVOUS AND TIB/REPOSITORY COMPONENTS OF ENTERPRISE ADAPTER WORKBENCH (“TIBCO COMPONENTS”), THE FOLLOWING PROVISIONS SHALL APPLY.

1. Customer is only authorized to use the TIBCO Components for the purpose of integrating Customer’s applications with business logic running in Sybase’s Enterprise Portal products licensed by Customer. Any other use of the TIBCO Components including use for application integration outside the context of the Enterprise Portal is expressly prohibited.
2. If Customer is located in a member state of the European Economic Community, Customer may engage in such conduct as is necessary to ensure the interoperability of the TIBCO Components in accordance with the European Union’s Directive on Protection of Computer Software (Brussels 14 May 1991) and local enactment thereof, provided that prior to commencing any decompilation or reverse engineering of the TIBCO Components, Customer shall provide Sybase’s licensor, TIBCO Software Inc. (hereinafter “TIBCO”), with thirty (30) days written notice and provide TIBCO the opportunity to assist with and/or conduct such activity on Customer’s behalf and at Customer’s expense. TIBCO will thereafter have thirty (30) days to notify Customer whether it will so assist with and/or conduct such activity on Customer’s behalf. Only if TIBCO declines may Customer proceed with such conduct to ensure interoperability. Notice to TIBCO, as required hereunder, should be sent to TIBCO at its then current corporate headquarters address specified at TIBCO’s web site located at <http://www.tibco.com> to the attention of the Chief Financial Officer with a copy to the General Counsel.
3. Customer hereby releases Sybase and TIBCO from all obligations, liability, claims or demands relating to the TIBCO Components and its Documentation in excess of the limitation set forth in the Limitation of Liability in the Agreement Customer acknowledge that the limitations set forth in the Limitation of Liability in the Agreement are integral to the amount of fees levied in connection with the license of the TIBCO Components and its Documentation and that were Sybase or TIBCO to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.
4. Unless otherwise required in order to comply with deadlines under the law or unless Customer is seeking injunctive relief, Customer agrees that Customer will not file an action or institute legal proceedings against TIBCO with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) Customer has given TIBCO written notice of Customer’s grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering the same by certified mail to TIBCO; (b) TIBCO has failed to provide a prompt and effective remedy; (c) Customer has requested senior executives for Customer and TIBCO to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either the meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

Notice to TIBCO, as required hereunder, should be sent to TIBCO at its then current corporate headquarters address specified at TIBCO's web site located at <http://www.tibco.com> to the attention of the Chief Financial Officer with a copy to the General Counsel.

5. In addition to the restrictions imposed by Sybase, TIBCO imposes the following limitation: "The license granted hereunder shall not extend to any entity acquired by, merged into or otherwise combined with Customer if, upon such combination with Customer, the combined annual revenues (based on most recent audited reports) or head count is greater by ten percent (10%) or more than Licensee's annual revenues or head counts prior to such transaction."