



PRODUCT SPECIFIC LICENSE TERMS

Sybase[®] Enterprise Portal Version 5 – Enterprise Edition ("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:

Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. "CPU License" or "CP" means the limited right to install the software Program on a Machine and access it by no more than the number of Central Processing Units (CPUs) indicated in the applicable Exhibit A. The number of users shall be limited only by the capacity of the licensed CPUs, and may include internal users within the your organization, and external users outside of your 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 your applications. "Standalone Seat" or "SS" means 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" means the Program shall be limited to the Machine running the Operating System Software, at a site shown on the Exhibit A. A Standby Program is a copy of a Program that is deployed on a separate Machine as a backup to process data that is periodically updated from data residing on your primary production Machine. In the event of a failure of the production copy or production Machine, the Standby Program may be used to access and process such updated data. A Standby Program may not be accessed or used in production at the same time as the primary production copy. The Standby Program must be licensed for the same number of Servers, Seats, Concurrent Users, Connections, or CPUs, as applicable, as the production copy. "Development and Testing License" or "DT" means the limited right to use the Program for development and testing purposes only, and not in a production environment.

2. Scope of License and Restrictions.

- a. The Program is a suite containing several software components. Use of all licensed components of the Program is limited to the same CPUs and Seats for which you have acquired this Program license, and the components of this Program may not be unbundled or used separately.
- b. Each copy of the Program includes a restricted use copy of Adaptive Server Enterprise ("ASE"), which may only be used as the metadata repository for the Program and for no other purpose, including, but not limited to, use as your database. License management tools included in the Program: (i) permit the use of ASE's Java Option and High Availability (HA) Option only for use in conjunction with the Program, and (ii) permit access and use of Enterprise Application Server (EAServer") Enterprise Edition only, and no other editions of EAServer included on the media.
- **3.** Other Sybase Programs provided with Sybase Enterprise Portal. Sybase provides certain other of its proprietary programs with the Program. All such programs are subject to the terms and conditions of the Agreement as well as the additional terms and conditions set forth below.
- a. **PowerDynamo™** (Applicable to the Windows and Solaris versions only). Each copy of the PowerDynamo component of the Program is licensed for use on one Machine only.
- b. **Jaguar Manager** (**Jaguar Client Runtime**) (**Applicable to all versions and license types**). Each copy of Jaguar Manager licensed with the Program can be installed and run on an unlimited number of Machines.

- c. **jConnect**TM (**Applicable to all versions and license types**). You may reproduce, install and use jConnect (and accompanying documentation) solely for your internal business purposes. You may transfer a copy of jConnect to a third party provided that the third party agrees to be bound by all of the terms and restrictions of this Agreement applicable to jConnect and provided that you do not charge a fee to the third party. JConnect is provided on an "AS IS" basis and is unsupported. This Agreement does not entitle you to any maintenance or other services or any updates or new versions of jConnect.
- d. Adaptive Server® Anywhere. The Adaptive Server Anywhere ("ASA") server program is licensed for access and Use only: (a) on the same Machine on which the PowerDynamo component of this Program is installed or, (b) on the same Machine on which the Jaguar CTS component of this Program is installed for running sample code, and (c) by one Seat for development and testing purposes; (d) as a repository to store PowerDynamo applications that can be accessed only through PowerDynamo for such purposes; and (e) as a repository to store Enterprise Portal metadata that can be accessed only through Enterprise Portal for such purposes. The ASA server program may not be deployed or used for any other purposes without Sybase's prior written permission and payment of applicable fees.
- e. **PowerJ**®. PowerJ is licensed for Use on a single Seat solely for development purposes. Subject to these terms and conditions and your agreement to indemnify Sybase for any claim arising out of your use, reproduction or distribution of the Distributable Files, Sybase grants you non-exclusive rights to reproduce and distribute the PowerJ byte code (powersoft.powerj.* and powersoft.datawindow.*) and other distributable components identified in the accompanying documentation (together "Distributable Files") only in conjunction with and as part of applications developed using this PowerJ Program. Distribution of certain third party components of this Program shall be subject to the terms set forth below in the paragraph titled "Additional Products."
- f. **PowerDesigner**®. PowerDesigner is licensed for Use on a single Seat solely for development purposes.
- **4. Additional Products.** Versions of the following additional third party products are included with this Program (the "Additional Products") and are provided subject to the additional terms and conditions set forth below: activation.jar, mail.jar, jconn2.jar, Java Development Kit (JDK), Java Runtime Environment, and Java 2 Standard Edition J2SETM version 1.3 (which is subject to the terms of the Sun Microsystems, Inc. Binary Code License Agreement included in the JRE software, as well as the following provisions) from Sun Microsystems, Inc.; Log4j.jar, Personalization.jar, Soap.jar, Xalan.jar, Xerces.jar, Xml-apis.jar, Jakarta-Tomcat, Xerces-C++ Parser and Xerces Java Parser software from the Apache Software Foundation; HTTPClient.jar from Free Software Foundation; Cryptix32.jar from Cryptix Foundation Limited; JGL from ObjectSpace, Inc.; and JDOM Software developed by the JDOM Project.
- a. **Distributable Files in Additional Products.** Certain of the Additional Products may contain files that may be redistributed as Distributable Files. The Distributable Files of these products are specified in the accompanying documentation. You may distribute such Distributable Files provided that: (a) you distribute the Distributable Files only in conjunction with and as part of applications developed using the Program, (b) your application products must add significant and primary functionality to the Distributable Files; (c) you do not use the name, logos or trademarks of Sybase or its suppliers to market your application product, and (d) you agree to indemnify Sybase and its suppliers for any claim arising out of your use, reproduction or distribution of these Distributable Files.
- b. Cryptix Software. The Program includes software developed by the Cryptix Foundation Limited (www.cryptix.org). The Cryptix software is provided subject to the following additional provisions. Copyright © 1995-2001 The Cryptix Foundation Limited. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (1) redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer; and (2) redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. THIS SOFTWARE IS PROVIDED BY THE CRYPTIX FOUNDATION LIMITED AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE CRYPTIX FOUNDATION LIMITED OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL

DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- c. Sun Microsystems Software. The Program includes software developed by Sun Microsystems which is provided subject to the following additional provisions. You may not modify the Java Platform Interface ("JPI," identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers. You may not name any class "java," "javax," "sun" and must comply with any naming convention Sun may require. This license does not authorize you to use the Sun name, trademark or logo. You acknowledge that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, STAROFFICE, STARPORTAL and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at http://www.sun.com/policies/trademarks. Any use you make of the Sun Marks inures to Sun's benefit.
- d. Apache Software. The Program includes software developed by the Apache Software Foundation (www.apache.org). The Apache software is provided subject to the following additional provisions. Copyright © 2000 The Apache Software Foundation. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (i) redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (ii) redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution; (iii) the end-user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by the Apache Software Foundation (http://www.apache.org/)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear; (iv) the names "Apache" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org; and (v) products derived from this software may not be called "Apache," nor may "Apache" appear in their name, without prior written permission of the Apache Software Foundation. THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The Xerces-C++ Parser software is provided subject to the additional or different terms of the Apache Software License agreement, the provisions of which are stated above, and the IBM Public License agreement (together "Open Source Agreements") which are available in the Program media. This Program is not a Contribution as such is defined in the Open Source Agreements and is not governed by the terms of the Open Source Agreements. The source code for the Xerces-C++ Parser software licensed from Apache Software Foundation is available in the Program media and is licensed to you under the terms and conditions of the Open Source Agreements included therein.
- e. **Free Software Foundation.** The Program includes software made available by the Free Software Foundation, Inc. The HTTPClient.jar software is provided subject to the following additional provisions. THE SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE ARE DISCLAIMED. The Programs contain a version of the HTTPClient.jar software, that has been modified by Sybase, Inc. Such modifications to the HTTPClient.jar software were made by Sybase on or about June 28, 2002. Modifications to the HTTPClient.jar software are owned by Sybase, Inc. Copyright © 2002 Sybase, Inc. The original HTTPClient.jar software is owned by Ronald Tschalar. Copyright © 1996 - 2001 Ronald Tschalar. The HTTPClient.jar source code and the GNU Lesser General Public License v2.1 under which the HTTPClient.jar software is distributed are included in the Program media.

- **JDOM Software.** This Program includes software developed by the JDOM Project (http://www.jdom.org/). JDOM Software is provided subject to the following additional provisions. JDOM is copyright © 2000 Brett McLaughlin & Jason Hunter. All rights reserved. Redistribution in binary form, with or without modification is permitted provided that: (a) redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the disclaimer that follows these conditions, in the documentation and/or other materials provided with the distribution, (b) the name "JDOM" must not be used to endorse or promote products derived from this software without prior written permission (for written permission contact license@jdom.org), and (c) products derived from this software may not be called "JDOM," nor may "JDOM" appear in their name, without prior written permission from the JDOM Project Management (pm@jdom.org). JDOM SOFTWARE IS PROVIDED "AS-IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS DISCLAIMED. CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF JDOM SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- g. Further Disclaimers Regarding Additional Products. Sybase supports the integration of the enclosed Additional Products with this Program, but shall not be obligated to provide any support, error correction services, updates, or any new releases of the Additional Products. Such services and products may or may not be available from the supplier(s) of such Additional Products. In addition to the other disclaimers and limitations of damages set forth in the Agreement, the following applies to all of the Additional Products: SYBASE PROVIDES THE ENCLOSED VERSIONS OF THE ADDITIONAL PRODUCTS "AS IS" WITHOUT ANY WARRANTY, INDEMNITY OR OTHER OBLIGATION OF ANY KIND FROM SYBASE AND ITS SUBSIDIARIES. IN NO EVENT WILL SYBASE OR ITS SUBSIDIARIES BE LIABLE FOR LOSS OF PROFITS, LOSS OR INACCURACY OF DATA, OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY FAILURE OF THE FOREGOING, IN NO EVENT WILL DAMAGES AGAINST SYBASE OR ITS SUBSIDIARIES EXCEED THE AMOUNT OF LICENSE FEES PAID FOR THIS PROGRAM.

5. Portal Interface Options.

- a. The Program contains software options ("Software Options") that will enable the creation of links from the Program to several Internet information content providers ("Providers") that may offer certain information and services (the "Content"). SYBASE DOES NOT CONTROL OR PROVIDE SUPPORT FOR THE SOFTWARE OPTIONS OR THE CONTENT AND THEREFORE, THESE SOFTWARE OPTIONS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND SYBASE DOES NOT EXTEND ANY WARRANTY WITH RESPECT TO THESE SOFTWARE OPTIONS. WITHOUT MODIFYING THE FOREGOING, SYBASE SPECIFICALLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE ACCURACY OF INFORMATIONAL CONTENT.
- b. Use of Providers may produce results that include, but are not limited to: (i) search results and links to sites that some people find objectionable, inappropriate or offensive, and information that may contain advertisements, undesirable information or solicitations, and (ii) links to sites that permit downloading of "cookies" or of destructive software such as viruses. Your use may be subject to Terms of Service established by the Provider. Some Providers may charge fees ("Fees") related to your participation and use of the Content. You shall be responsible

for any such Fees including, but not limited to Fees for advertisements, promotions and payments for goods and services. You further agree that any Terms of Service related to your use of Content is solely between you and the Provider.

- c. IMPORTANT COPYRIGHT NOTICE. The Content of many websites is protected by the Copyright Law of the United States, related laws contained in Title 17 of the United States Code and international treaties. Failure to comply with the provisions of such law may result in the imposition of fines and/or damages. EACH DEVELOPER AND USER IS RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAW IN THE USE AND REPRODUCTION OF COPYRIGHTED CONTENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SYBASE FROM ANY AND ALL CLAIMS OF COPYRIGHT INFRINGEMENT ARSING OUT OF YOUR FAILURE TO COMPLY WITH APPLICABLE LAW IN THE USE AND REPRODUCTION OF COPYRIGHTED CONTENT.
- d. SYBASE SHALL NOT BE LIABLE FOR ANY USE OF OR RELIANCE ON THE SOFTWARE OPTIONS, CONTENT OR PROVIDERS OR ANY COSTS OR DAMAGES RELATED THERETO. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT THAT YOU UPLOAD, EMAIL, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE AND FOR ANY DAMAGE TO COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT FROM THE USE OR DOWNLOAD OF THE CONTENT.
- **6. Portal Search.** The portal search facility licensed with this Program entitles you the use of one (1) copy of the Autonomy Dynamic Reasoning Engine (DRE) software for purposes of indexing files and performing concept-based searches. Additional copies of DRE may be licensed separately for an additional fee.
- **7. Sample Code.** You may use internally and modify the source code 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.