

PRODUCT SPECIFIC LICENSE TERMS

Pylon Anywhere ("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:

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. Additional licenses for Sybase components may be available from Sybase for a fee.

The Sections of the Agreement referenced below are amended as follows:

1. Section 1 (Definitions) - Add the following:

"Named User" - a single, specific named person who is authorized by Customer to Use the Program.

2. SECTION 2.1 (LICENSE) - ADD THE FOLLOWING:

Customer is authorized to Use the server component of the Program on a single Machine and to permit Use of the client component of the Program by Named Users to access the server component of the Program; provided that at no time shall the number of Named Users exceed the number of Named User licenses purchased by Customer. Shipped with this version of PylonTM Anywhere is the additional program Adaptive ServerTM Anywhere DBMS (Server version only). The Adaptive Server Anywhere components included with the Program are licensed for use only with the Pylon Anywhere Program.

3. Section 8 (Warranty/Limitations of Liability) of the Agreement is amended as follows:

The warranty for the Program is ninety (90) days.