SYBASE®

PRODUCT SPECIFIC LICENSE TERMS
Sybase® Real Time Data Services version 2.0.x
("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 contains or is provided with component software products from both Sybase and third parties. Except as otherwise specifically authorized 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 may be available from Sybase for a fee.

I. Restricted Use Components. The Program contains or is provided with the Restricted Use Components identified below. You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on one (1) Machine. You may Use the Restricted Use Components solely in conjunction with your use of the Program, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Replication Server® v. 12.6	May only be used to replicate events to RepConnector™ or to the copy of Adaptive Server® Enterprise included with the Program for the purpose of delivering such events to message systems
Adaptive Server® Enterprise v. 12.5.2	You may only use the messaging and XML functionality of the copy of ASE provided with the Program, notwithstanding any other terms that may accompany that copy of ASE, and only for the purpose of collecting events from other database sources through Replication Server and delivering such events to message systems. If you have purchased licenses to other copies of ASE, you may use the XML and messaging functionality in those copies for the sole purpose of delivering events generated by those copies to message systems.
EAServer v. 4.2.2	May only be used to host RepConnector

II. Terms Applicable to TIBCO Enterprise™ for JMS. The TIBCO Enterprise for JMS program ("JMS") may only be used for the purpose of delivering events and messages either through RepConnector or Adaptive Server Enterprise to other applications. You may not use the JMS program for any other purpose, including, without limitation, use on a stand-alone basis. In addition, your use of the JMS program is subject to the following additional provisions.

A. If you are located in a member state of the European Economic Community, you may engage in such conduct as is necessary to ensure the interoperability of the JMS component 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, you 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 your behalf and at your expense. TIBCO will thereafter have thirty (30) days to notify you whether it will so assist with and/or conduct such activity on your behalf. Only if TIBCO declines may you 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.

B. Unless otherwise required in order to comply with deadlines under the law or unless you are seeking injunctive relief, you agree that you 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) you have given TIBCO written notice of your 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) you have requested senior executives for you 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.

C. In addition to the restrictions imposed by Sybase in the Agreement, the following limitation is imposed with respect to the JMS program: Any license granted hereunder that is not restricted or specified to a number of users or processors shall not extend to any entity acquired by, merged into or otherwise combined with you if, upon such combination with you, the combined annual revenues (based on most recent audited reports) or head count is greater by ten percent (10%) or more than your annual revenues or head counts prior to such transaction.

III. 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 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.

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.

C. Software Subject to the Lesser General Public License ("LGPL"). The Program is provided with certain software components that are licensed under the Lesser General Public License ("LGPL") ("LGPL Components"). In the event that you exercise any right granted to you under the LGPL to modify software subject to it, and relink and run that modified software with the Program, then notwithstanding anything to the contrary in this Agreement, Sybase shall have no warranty or support obligations of any kinds with regard to the integration of the LGPL components, once modified by you, with the Program.