PRODUCT SPECIFIC LICENSE TERMS

Sybase® Data Integration Suite v1.2.x
(all platforms)
("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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program is comprised of five (5) distinct component parts which may be licensed individually or in combination with other component parts (each a "Program Component"). You are authorized to Use only those Program Components for which you have purchased a license. Except as otherwise set forth below, You may only use the Program Components on the Operating System Software for which the Program Components are licensed.

Each Program Component 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 applicable Program Component as a whole is licensed. Additional licenses for Sybase components included in the Program Components may be available from Sybase for a fee.

I. Terms Applicable to Program

You may Use the Sybase Data Service Administrator component of the Program on an unlimited number of Seats, provided the Sybase Data Service Administrator may only be used in conjunction with Your licensed Use of the Program.

II. Terms Applicable to Program Components

A. Sybase Data Federation

Use of Sybase Proxy Server, Sybase Shared Server and Sybase Database Access Server (collectively, the "Federation Components"). You may Use the Federation Components on an unlimited number of Machines and CPUs, provided the Federation Components may only be used in conjunction with your licensed use of Sybase Data Federation.

B. Sybase Replication

(i) Restricted Use Components. Sybase Replication contains or is provided with the Restricted Use Components identified below. Except as otherwise set forth below, You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on each Machine on which a licensed copy of Sybase Replication is installed. You may Use the Restricted Use Components solely in conjunction with your use of Sybase Replication, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Adaptive Server® Anywhere v9.x	May only be used as a repository to store data generated by Sybase Replication
Sybase Adaptive Server Enterprise - Enterprise Connect Data Access v15.0*	May only be used to replicate data from Sybase Replication to an applicable database platform and not for generic access to such database platform
Replication Agent v15.0*	

* Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are only included with Sybase Replication on platforms for which Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are currently supported by Sybase.

(ii) Sybase Developer Components/Sample Code. Sybase Replication contains or is provided with the Developer Component identified below. The Developer Component is licensed without further charge for Use by one Standalone Seat for development purposes only. You may use and modify the source code version of those portions of Sybase Replication and/or the Developer Component that are provided as sample code (if any) for your internal use only.

Developer Components
Software Developers Kit v15.0

(iii) Use of Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access. You may Use Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access on an unlimited number of Machines and CPUs, provided the components may only be used in conjunction with your licensed Use of Sybase Replication included with the Program.

C. Sybase Search.

There are no additional terms or restrictions for Sybase Search.

D. Sybase Real Time Events

(i) Terms of Use. Sybase Real Time Events is comprised of two distinct components: RepConnector and Adaptive Server Enterprise Active Messaging (each a "Real Time Events Component") each of which may be Used on different Machines by a different number of CPUs. Notwithstanding any provisions of the Sybase License Agreement to the contrary, You may Use each Real Time Events Component (RepConnector and Adaptive Server Enterprise Active Messaging) with the number of CPUs for which you have purchased a license for Sybase Real Time Events. The license fee payable by You for each copy of Sybase Real Time Events shall be determined by (i) identifying the total number of processors for Use with each Real Time Events Component and (ii) multiplying only the Real Time Events Component with the higher total number of CPUs by the applicable rate as set forth in the Order. In the event that the total number of processors for either Real Time Events Component is increased, such that there is a new higher total number of CPUs for Use with each Real Time Events Component, You shall promptly report such increase, execute a new Order, and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List. For the avoidance of doubt, each Real Time Events Component may be Used with the number of CPUs specified on the Order.

(ii) Restricted Use Components. Sybase Real Time Events contains or is provided with the Restricted Use Components identified below. Except as otherwise set forth below, You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on each Machine on which a licensed copy of Sybase Real Time Events is installed. You may Use the Restricted Use Components solely in conjunction with your use of Sybase Real Time Events, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Replication Server v. 15.0.1	May only be used to replicate events to RepConnector
Replication Agent v15.0*	
Adaptive Server Anywhere v9.x	May only be used as a repository to store data generated by Sybase Real Time Events

* Replication Agent is only included with Sybase Real Time Events on platforms for which Replication Agent is currently supported by Sybase.

(iii) Use of Replication Agent. You may deploy Replication Agent on an unlimited number of Machines and CPUs, provided Replication Agent may only be used in conjunction with your licensed use of Sybase Real Time Events included with the Program.

(iv) Use of Sybase Common Services. Your use of Sybase Common Services is limited to the number of CPUs for which you have paid license fees for Sybase Real Time Events as set forth on the Order.

E. **Sybase ETL**

Terms of Use. Sybase ETL is comprised of two distinct components: (i) ETL Server which is a component of the Program and (ii) ETL Development. Any copies of ETL Development delivered by Sybase with the Programs at no additional cost are licensed for Use by one Standalone Seat solely in conjunction with your licensed use of Sybase ETL. Additional Standalone Seat licenses for ETL Development may be purchased from Sybase for a fee. In order for Sybase ETL to connect to Sybase database servers, you must have separate licenses for Sybase Software Developers Kit running on the Operating System Software on which your licensed copies of ETL Development and ETL servers operate.

III. Sybase WorkSpace

Terms of Use. Sybase may deliver Sybase WorkSpace components to You at no additional cost for Use with the following Program Components: Sybase Data Federation, Sybase Replication, Sybase Real Time Events, and Sybase Search. These WorkSpace components are licensed for Use by one Standalone Seat with each of the above-referenced Program Components for which you have purchased a license. The provisions of the Sybase License Agreement and this Product Specific License Terms document shall supersede any different or additional terms that may be included with the Sybase WorkSpace components.

IV. Free Download Components. The Program Components, 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 Components are identified at http://www.sybase.com/thirdpartylegal (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 Components 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 Components 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.