PRODUCT SPECIFIC LICENSE TERMS

Sybase® SQL Anywhere®

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Please Note: The following product name changes have been made in this version 10 of SQL Anywhere:
Adaptive Server Anywhere is changed to SQL Anywhere.
Adaptive Server Personal Database is changed to SQL Anywhere Personal Server.
Adaptive Server Replication Agent is changed to SQL Anywhere Replication Agent.
PowerDesigner Physical Architect is changed to PowerDesigner Physical Data Model.

1. Additional Components/Distributable Components/Sample Code. The Program contains or is provided with the Additional Components identified below. You may use one (1) copy of each of PowerDesigner Physical Data Model, InfoMaker and DataWindow.NET on each licensed Seat solely in conjunction with your use of SQL Anywhere. Open Client may only be used in conjunction with SQL Anywhere Replication Agent. You must use the foregoing programs on either the server Machine on which the SQL Anywhere server components are installed or on the client Seats licensed to access the SQL Anywhere server. Use and distribution of the Distributable Components (as specified in and subject to the limitations in the Documentation) of the Additional Components is permitted without charge. You may Use and modify the source code version of those portions of the Additional Components that are provided as sample code (if any) for your internal use only.

Additional Components
InfoMaker®
PowerDesigner Physical Data Model™
DataWindow.NET™
Open Client

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SQL Anywhere Server- CPU License: The CPU License permits you to access the SQL Anywhere server components from an unlimited number of Seats, and may include internal users within the Customer's organization, and external users outside of the Customers organization accessing the Program via the Internet ("Internet Users"), provided that (a) 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 Customer's applications; (b) the server component of SQL Anywhere is installed on only one (1) Machine, running no more than 1 CPU; and (c) all of the Seats accessing the server component of SQL Anywhere are at all times connected via the network to the server and do not access the server via synchronization or other non-networked means. You may also install the SQL Anywhere client software on these networked Seats. You may add additional CPUs or Machines to the CPU License by purchasing additional CPU or Machine licenses. As used in this Addendum, either a single or multi-core processor is considered a single CPU. YOU MAY NOT USE THE SQL ANYWHERE PERSONAL SERVER EITHER ON A STANDALONE BASIS OR WITH SYNCHRONIZATION OR QANYWHERE WITHOUT THE PURCHASE OF ADDITIONAL LICENSES. For SQL Anywhere only, this CPU License description supercedes any definition or terms of use for CPU licenses stated in the Software License Agreement, Exhibit A or Purchase Order.

Diagnostic Tracing: When using the Application Profiling feature in SQL Anywhere, you have the option of storing tracing data within the database being profiled or in a separate tracing database stored on a separate machine. You may install the SQL Anywhere server components on a separate machine solely for

use with the tracing database used in conjunction with the Application Profiling feature. No other components may be installed on the separate machine, and the SQL Anywhere server may not be used to process other applications, without obtaining an additional license.

3. Restricted Use Components. The Program may contain or be provided with the Restricted Use Components identified below (depending on the platform). 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.

High Availability Option: If you have purchased the High Availability Option for SQL Anywhere, you may install i) an additional SQL Anywhere server on a secondary machine for Use in the event of a failure of the primary server, and ii) an additional SQL Anywhere server on another machine to act as the arbiter server. The secondary server and the arbiter server may not be used for production purposes while the primary server is available for use; and may not be used to process other applications without the purchase of an additional database server license.

UltraLite Deployment: You may deploy an unlimited number of applications incorporating the UltraLite database provided each such application or copy thereof is for Use inside Customer's organization by a single User and provided neither the application nor any data is synchronized to or from an application, database management system or similar product running on a separate device. For deployments outside of Customer's organization or for synchronization of such applications to an application, database management system or similar product on a separate device, Customer is required to acquire an additional license.

Mobilink Synchronization Server: You may reproduce and use copies of the Mobilink Synchronization Server to synchronize between either (1) SQL Anywhere or (2) UltraLite databases and other applications or database management systems provided you have purchased synchronization licenses for all SQL Anywhere or UltraLite databases being synchronized.

SQL Anywhere Replication Agent™. The accompanying media package may contain a copy of SQL Anywhere Replication Agent (depending on the platform), which may not be installed or used without the purchase of a separate license at an additional charge.

SQL Anywhere Deployment Platforms; Operation of User Tools. For certain computing platforms, such as Unix, only certain core components of SQL Anywhere are available. For each copy of SQL Anywhere licensed on a platform(s) where certain user tools are not available, you are licensed to run such user tools (e.g., Sybase Central, Infomaker, and PowerDesigner Physical Data Model) on one Intel (or compatible) Machine running Windows. You are not authorized to run the SQL Anywhere database server on this Intel Machine.

Security Options. An RSA Security component may be included as a standard feature of SQL Anywhere (depending on the platform). Additional security components that are available as options for SQL Anywhere are included with the Program but may not be installed or used without the purchase of a separate license at an additional charge. When such a license has been purchased, then that specific Security Option may be used only in conjunction with SQL Anywhere. Purchase of a Seat license for a Security Option authorizes you to use that specific Security Option on the number of Seats licensed. Purchase of a CPU License (designated CP) for a Security Option authorizes you to Use that specific Security Option on the servers and Seats licensed under a SQL Anywhere CPU License. You are advised that these Security Options and related Documentation are cryptographic in nature and therefore are highly regulated. Obtaining any necessary export or import approval for any of your applications or the Security Options or Documentation is your responsibility.

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