



## PRODUCT SPECIFIC LICENSE TERMS

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

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SQL Anywhere Client Software: The SQL Anywhere Client Software includes the SQL Anywhere database interface files, Interactive SQL, Sybase Central, the SQL Anywhere Console Utility, and the SQL Anywhere database utilities as described in the SQL Anywhere Documentation.

The Program media includes different editions of SQL Anywhere Server licensed on a per-seat or per-CPU basis.

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**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 i) a SQL Anywhere edition that includes a license for the High Availability Option for SQL Anywhere (for example, SQL Anywhere 5-User Standard Edition), or ii) an add-on license for 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. Connections to the

secondary server are limited to read only connections. The secondary server and the arbiter server may not be used for any other production purposes while the primary server is available for use, 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 UltraLiteJ and 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 or UltraLiteJ databases and other applications or database management systems provided you have purchased synchronization licenses that permit access to the MobiLink Synchronization Server for all SQL Anywhere, UltraLite, or UltraLiteJ databases being synchronized. You may use the MobiLink Synchronization Server to synchronize UltraLite licenses granted as part of the Sybase SQL Anywhere Web Edition to a licensed SQL Anywhere Server. You may not synchronize UltraLite licenses granted as part of the Sybase SQL Anywhere Web Edition to any third party database (except as permitted by the Sybase SQL Anywhere Web Edition license) without purchasing applicable synchronization licenses, available separately.

MobiLink Server Farm: A MobiLink Server Farm is an environment where there is more than one MobiLink server synchronizing the same set of SQL Anywhere, UltraLite, or UltraLiteJ remote databases with one application or database management system. A MobiLink Server Farm deployment requires MobiLink to run in shared state mode and is only permitted if applicable licenses for the MobiLink High Availability Option are purchased.

Relay Server: The Relay Server included in the Sybase SQL Anywhere package is for use with the MobiLink Synchronization Server only.

SQL Anywhere Monitor. The Program includes a version of the SQL Anywhere Monitor for internal evaluation, development and testing only. This version cannot be used to monitor SQL Anywhere or MobiLink servers in a production environment. The Program also includes a version of the SQL Anywhere Monitor which can be used to monitor SQL Anywhere or MobiLink servers in a production environment only if i) you have purchased an edition that includes a license for SQL Anywhere Monitor (for example, SQL Anywhere 1 CPU Standard Edition); or ii) you have purchased an add-on license for this product.

SQL Anywhere Replication Agent™. The accompanying media package may contain a copy of SQL Anywhere Replication Agent (depending on the platform), which you may install and Use only if you have purchased i) a SQL Anywhere edition that includes a license for it (for example, SQL Anywhere 25 User Advanced Edition), or ii) an add-on license for it.

SQL Anywhere In-Memory Mode Option: For SQL Anywhere databases, you may install and Use the In-Memory Mode Option only if you have purchased i) a SQL Anywhere edition that includes a license for it (for example, SQL Anywhere 25 User Advanced Edition), or ii) an add-on license for it.

SQL Anywhere 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 you may install and Use one of them only if you have

purchased i) a SQL Anywhere edition that includes a license for it, or ii) an add-on license for it. 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.

Virtual Environments. When running software on a "virtual environment" such as when an operating system is emulated or otherwise when an operating system is not run directly on the physical hardware, the SQL Anywhere Server software must be licensed for each virtual environment it is running on. Where SQL Anywhere is licensed on a per processor basis, a processor license is required for each processor accessed by each virtual environment.

Multiple Instances. Multiple instances of the SQL Anywhere Server software may be run in each licensed virtual environment and in each licensed physical environment.

**4. Election to Use Prior Version of SQL Anywhere Components.** Customers who have previously purchased an earlier version of SQL Anywhere (formerly known as "SQL Anywhere Studio") may elect to install and use a prior version of any of the components licensed by you with SQL Anywhere 11 instead of using the version included with SQL Anywhere 11. Users or seats licensed for SQL Anywhere 11 may likewise access an earlier version of the same components licensed for use with SQL Anywhere 11 instead of using SQL Anywhere 11. This election is granted on condition that you remove such earlier version and install the SQL Anywhere 11 version within a reasonable time. Your use of such earlier version shall be governed by this license, and your rights to use such earlier version shall terminate when you install and/or use the SQL Anywhere 11 version.

This election is subject to the following conditions:

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**6. Addition to Definitions.**

a. Update Subscription Plan. The following definition is added.

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