



PRODUCT SPECIFIC LICENSE TERMS

Adaptive Server® Enterprise v15.5.x and Options (each a “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.

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A. Adaptive Server Enterprise - Developer’s Edition. Adaptive Server Enterprise - Developer’s Edition is licensed for internal development and testing purposes only. Deployment licenses for any purpose (including, without limitation, usage in a general production environment or on a web server) must be purchased from Sybase before you deploy any production components contained in the Program.

B. Adaptive Serve Enterprise - Small Business Edition.

(i) Core/Processor Licenses. Adaptive Server Enterprise - Small Business Edition is limited to use on a single Machine with a maximum capacity (as specified by the manufacturer) of four (4) Cores. Additionally, Adaptive Server Enterprise - Small Business Edition is limited to use by a maximum of two hundred fifty-six (256) Concurrent Users connected across an instance of the Program running no more than four (4) Processes, where "Process" means an execution environment scheduled onto physical CPUs.

(ii) Chip Licenses. Adaptive Server Enterprise - Small Business Edition is limited to use on a single Machine with a maximum capacity (as specified by the manufacturer) of two (2) Chips. Additionally, Adaptive Server Enterprise - Small Business Edition is limited to use by a maximum of two hundred fifty-six (256) Concurrent Users connected across an instance of the Program running no more than eight (8) Processes, where "Process" means an execution environment scheduled onto physical CPUs.

II. Additional Definitions that Apply to the Programs

A. “Chip License”, or “CH” – The limited right to install the Program on a Chip and to Use such Program in a production environment. The number of Seats that may access the Program shall be limited only by the capacity of the licensed Chips, and may include internal usage by Seats within the Customer’s organization, and external usage by Seats outside of the Customer’s organization accessing the Program via the Internet (“Internet Users”). 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. “Chip Development and Testing License” or “DH – The limited right to install the Program on a Chip and to Use such Program for development and testing purposes only and not in a parallel production environment. See “Chip” and “Chip License”.

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III. Minimum Seat or Concurrent User Requirement for Server License (Adaptive Server Enterprise - Enterprise Edition Only). The purchase of a Server License for the Program for Use on any Machine must be accompanied by the purchase of at least twenty (20) Seat or Concurrent User licenses per Processor for each Processor contained on the Machine. For the avoidance of doubt, the minimum Seat or Concurrent User requirement shall also apply to any additional Processors added to the Machine in the future.

IV. Terms Applicable to Multi-core Eligible License Types and Machines. For multi-core eligible license types and Machines, the List Price shall be determined by applying the Multi-core Scaling Coefficient to the License and Support price.

V. Sybase Developer Components/Distributable Components/Sample Code. Adaptive Server Enterprise contains or is provided with the Developer Components identified below. The Developer Components are licensed without further charge for Use by one Standalone Seat for development purposes only. Use and distribution of the Developer Components and/or the Distributable Components of the Program (as specified in and subject to the limitations in the Documentation) is permitted

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Developer Components
Software Developers Kit
InfoMaker®
Physical Architect™

VI. Terms Applicable to Programs Licensed for Sub-Capacity Use.

Definition of Eligible Sub-Capacity Environment

“Eligible Sub-Capacity Environment” – a Software Enabled Partition that Sybase has approved as identified in the table below and subject to the terms of the Sybase License Agreement and any applicable Addenda with Sybase:

Eligible Sub-Capacity Environment	Operating System Software
vPar	HP IA 11.31
Integrity Virtual Machines with Resource Manager	HP IA 11.31
Secure Resource Partitions	HP IA 11.31
LPAR	AIX 6.1
dLPAR	AIX 6.1
Solaris Containers/Zones with Solaris Resource Manager	Solaris 10
VMWare ESX Server* Guest O/S: Windows	VMWare ESX 3.5, Guest OS: Windows 2003, RH 5.3, SuSe 10
VMWare ESX Server Guest OS: Linux	VMWare ESX 3.5, Guest OS: Windows 2003, RH 5.3, SuSe 10
Xen,** DomainU: Windows	Windows 2003
Xen, DomainU: Linux	RH 5.3, SuSe 10

* VMWare ESX Server excludes Sun Solaris x64, VMWare Workstation, and VMWare Server.

** Xen excludes Sun Solaris x64.

VII. Free Download Components. The Programs, including any Developer Components and Restricted Use Components provided with them, 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 Programs 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 Programs 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 Programs 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.

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