



## PRODUCT SPECIFIC LICENSE TERMS

### Sybase Managed Mobility SDK, v2.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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program 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 Program as a whole is licensed. Additional licenses for Sybase components may be available from Sybase for a fee.

**1. Limited License.** The Sybase Managed Mobility SDK, v2.x Program is provided for development and deployment of hosted Managed Mobility Services by business partners and distributors of Sybase, an SAP Company, SAP and their affiliates and distributors, under license between the business partner or distributor and a Sybase or SAP company. The rights to use, distribute and/or sublicense the Programs is subject to the license agreement between you and the Sybase or SAP Company with whom you have executed an agreement for the use, distribution, hosting and/or sublicensing of the Programs. Unless further rights are granted to you under a separate agreement as described above, you are granted only the nontransferable right, without right to sublicense, to use the Programs internally to evaluate the Programs and to develop your hosted device management services offering that provides the functionality of one or more of the Program components. A hosted device management services offering developed with use of the Programs, regardless of whether it incorporates a Program component or a portion thereof, may not be used for production purposes, distributed or sublicensed except under a separate license agreement between you and Sybase or SAP, or an affiliate or authorized distributor of Sybase or SAP.

**2. Managed Mobility Administration Portal.** The Managed Mobility Administration Portal component included with the Program includes a human readable version of the component (the "Source Code"). Notwithstanding any other language in the License Agreement or these Product Specific License Terms, You may use Source Code only for internal development and support purposes, including making derivative works. In no event shall You sublicense, disclose or transfer Source Code or any rights to Source Code for the Programs without Sybase's prior written consent. Sybase will provide Support to You, if purchased, only for unmodified copies of the Source Code.

You may disclose the Source Code only to any of your Company's personnel on a strict need to know basis, and only to its personnel that are directly involved in the development work to be performed for Managed Mobility Services and who have agreed in writing to be bound by a nondisclosure agreement with terms and conditions that prohibit disclosure or use except as permitted by this License Agreement. You shall ensure that any such personnel shall make use of Source Code solely as permitted under this Section 2. The Source Code shall at all times be maintained in a secure fashion, reasonably intended to protect it from theft or unauthorized copying, reproduction, distribution, disclosure, or use. Upon discovery of any unauthorized possession, use, or knowledge of the Source Code, You shall promptly notify Sybase of the same and shall cooperate with the Sybase in every reasonable effort to regain possession or prevent further unauthorized use of the Source Code.

Subject to Sybase's ownership and Intellectual Property rights in the underlying Programs and Documentation, those portions of derivative works ("Derivative Works") created by or for You will be owned by You, except that if Sybase is retained by You to create any Derivative Works for You, then ownership of any such work will be defined in a separate agreement that would include, without limitation, a description of deliverables and the assignment of ownership rights in such deliverables.

**3. Free Download Components.** The Program 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.