



PRODUCT SPECIFIC LICENSE TERMS

Sybase® PocketBuilder® v. 2.x (“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, 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. The terms of this PSLT govern the Sybase components provided with the Program, notwithstanding any other Sybase license documentation that may accompany those components. Additional licenses for Sybase components may be available from Sybase for a fee.

I. Sybase Developer Components. The Program contains or is provided with the Sybase Developer Components identified below. The Developer Components are licensed without further charge solely for development and testing purposes related to your use of the Program. The Developer Components may not be distributed to any third party or used for any other purposes without Sybase’s prior written permission.

Developer Components
Adaptive Server® Anywhere DBMS
MobiLink
SQL Remote™
ISQL

II. Sybase Restricted Use Component. The Program contains or is provided with the Restricted Use Component identified below. The Restricted Use Component is a restricted standalone database engine that does not contain all of the features and functions of the standard Adaptive Server Anywhere program. Subject to the following terms and conditions and your agreement to indemnify Sybase and its suppliers for any claims arising out of your use reproduction or distribution, Sybase grants you a non-exclusive license to use, reproduce and distribute the redistributable portions of the Restricted Use Component (the "Redistributable Components") that are specified in the accompanying Documentation in conjunction with and as part of your standalone database application that you have written using this Program. The Redistributable Components may be accessed only by the machine on which such software resides. You may not use the Redistributable Components on a server machine that hosts your application software to multiple connected clients. In addition to the foregoing, you have no right and agree not to distribute Redistributable Components in conjunction with and as part of a general purpose database development system or application development tool without the prior express written permission of Sybase, which permission may be denied in Sybase's sole discretion. You shall be solely responsible for support of your application including the Redistributable Components and Sybase shall have no obligation to provide technical support services with respect thereto. The foregoing terms only apply to the listed "Redistributable Components" specifically identified in the accompanying Documentation and no other right to reproduce or distribute other versions or components of Adaptive Server Anywhere or SQL Anywhere is granted hereunder.

Restricted Use Component
Adaptive Server Anywhere for Windows CE Royalty Free Runtime Edition

III. Free Download Components. The Program, 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 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 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.

IV. Remote Development. If You are licensed to Use the Program on a Standalone Seat basis, You may install the Program on a Server for the sole purpose of allowing the Program to be accessed by the individual workstation Machines for which You have purchased a license. To enable the individual workstation Machines to access the Program on the Server remotely, You must install the Sybase Asset Management (SYSAM 2.0) License Server component (“License Server Component”) of the Program on a Server in your operating environment. After installing the License Server Component, You must select the "Served" license model when generating the Program license files from the Sybase Product Download Center web site. After generating the Program license files, install them on the License Server Component to enable it to distribute the Standalone Seat licenses to the individual workstation Machines for which the Program is licensed.

V. Distributable Files. Subject to the following terms and conditions and your agreement to indemnify Sybase and its suppliers for any claims arising out of your use, reproduction or distribution, Sybase grants you a non-exclusive license to use, reproduce and distribute the "Distributable Files" of this version of the Program in conjunction with your application written using the Program. The “Distributable Files” are those runtime components within the Program that are identified in the Documentation as usable during execution of your application. The “Distributable Files” shall **not** include, and you may **not** distribute, the Adaptive Server® Anywhere full function Server, MobiLink, SQL Remote or ISQL programs (“Developer Components”) provided with the Program. Distribution of the Adaptive Server Anywhere for Windows CE Royalty-Free Runtime Edition program is subject to the terms set forth above in the paragraph entitled "Sybase Restricted Use Component". Distributable Files are runtime programs that may only be used to run your applications written using the Program as set forth above.

VI. Sample Code. You may use and modify the source code version of those portions of the Program and/or the Developer Components that are provided as sample code (if any) for your internal use only.