



PRODUCT SPECIFIC LICENSE TERMS

PowerBuilder® 11.0.x Professional and Desktop Editions (“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.

I. Sybase Developer Components/Distributable Components/Sample Code. The Program 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. 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.

Developer Components
Adaptive Server® Anywhere v. 10.x

II. Free Download Components. The Program, including any Developer 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 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.

III. Alternative Use Licensing. If You are licensed to Use the Program on a Standalone Seat basis, You may also Use the Program on a secondary single workstation Machine. Concurrent Use of the Program on a secondary single workstation Machine and the primary single workstation Machine on which the Program is installed is prohibited. Additionally, the Program may only be Used on a secondary single workstation Machine by the individual licensed to Use the Program on the primary single workstation Machine.

IV. Remote Development (Professional Edition only). If You are licensed to Use the Professional Edition of 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. Program Support. Sybase will provide you with the level of support for this Program corresponding to the support plan specified in your order, subject to your payment of applicable support fees. Sybase shall support this version of the Program for a minimum of twelve (12) months after introduction of a new Major Version of the Program. Subject to the foregoing, Sybase may terminate support for this version of the Program upon ninety (90) days notice.