



## PRODUCT SPECIFIC LICENSE TERMS

### Unwired Accelerator Evaluation Edition version 8.5.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.

#### I. Limited Evaluation License.

**A. Limited Evaluation Use of Program.** Notwithstanding anything to the contrary in the Agreement, Customer may install and use the Program internally in its organization solely for evaluation purposes on a single computer system. Customer may not use the Program for any development, commercial or production purpose. The Program may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without Sybase’s prior written consent.

**B. Termination.** Customer’s license to use the Program will automatically terminate as of the date ninety (90) days after Customer downloads or otherwise receives the Program. Customer acknowledges and understands that the Program may contain a license management mechanism that will render the Program unusable as of the date of termination. In addition, Sybase may immediately terminate the Agreement on notice to Customer. Upon termination, Customers shall cease using the Program and shall destroy all copies of the Program in any form.

**II. No Support.** The Program is provided on an “AS IS” basis and is unsupported. Notwithstanding anything to the contrary in the Agreement, you are not entitled to any maintenance or other services or any updates or new versions of the Program.

**III. Components.** 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.

**A. Sybase Restricted Use Components.** The Program contains or is provided with the Restricted Use Components identified below. Customer is licensed without further charge to Use only one (1) copy of each Restricted Use Component on one (1) Machine. Customer may Use the Restricted Use Components solely in conjunction with Customer’s use of the Program, and subject to any Additional Restrictions set forth below.

| Restricted Component                                     | Additional Restrictions                   |
|----------------------------------------------------------|-------------------------------------------|
| Adaptive Server® Anywhere v.10.0.x<br>(Windows x86)      | May only be used as a metadata repository |
| Adaptive Server® Enterprise v.15.0.x<br>(Linux on POWER) | May only be used as a metadata repository |

**B. Free Download Components.** The Program, including any Restricted Use Components provided with it, may include certain third party open source and other free download components (“Free Download Components”). Customer 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 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. **1. 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. **2. DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by Sybase or its subsidiaries in the Agreement.

#### **IV. Content Capture Functions**

**A. Warranty Disclaimer.** The Program contains certain content capture functions (“Content Capture Functions”) that will enable the creation of links from the Program to several Internet information content providers (“Providers”) that may offer certain information and services (the “Content”). **SYBASE DOES NOT CONTROL OR PROVIDE SUPPORT FOR THE CONTENT CAPTURE FUNCTIONS OR THE CONTENT, AND THEREFORE, THESE CONTENT CAPTURE FUNCTIONS ARE PROVIDED “AS IS” AND “WITH ALL FAULTS”, AND SYBASE DOES NOT EXTEND ANY WARRANTY WITH RESPECT TO THESE CONTENT CAPTURE FUNCTIONS. WITHOUT MODIFYING THE FOREGOING, SYBASE SPECIFICALLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE ACCURACY OF INFORMATIONAL CONTENT.**

**B. Providers.** Use of Providers may produce results that include, but are not limited to: (i) search results and links to sites that some people find objectionable, inappropriate or offensive, and information that may contain advertisements, undesirable information or solicitations, and (ii) links to sites that permit downloading of “cookies” or of destructive software such as viruses. Customer’s use may be subject to Terms of Service established by the Provider. Some Providers may charge fees (“Fees”) related to Customer’s participation and use of the Content. Customer shall be responsible for any such Fees including, but not limited to, Fees for advertisements, promotions and payments for goods and services. Customer further agrees that any Terms of Service related to its use of Content is solely between Customer and the Provider.

**C. Important Copyright Notice.** The Content of many websites is protected by the Copyright Law of the United States, related laws contained in Title 17 of the United States Code and international treaties. Failure to comply with the provisions of such law may result in the imposition of fines and/or damages. **EACH DEVELOPER AND USER IS RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAW IN THE USE AND REPRODUCTION OF COPYRIGHTED CONTENT. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS SYBASE FROM ANY AND ALL CLAIMS OF COPYRIGHT INFRINGEMENT ARISING OUT OF CUSTOMER’S FAILURE TO COMPLY WITH APPLICABLE LAW IN THE USE AND REPRODUCTION OF COPYRIGHTED CONTENT.**

**D. Liability Disclaimer.** **SYBASE SHALL NOT BE LIABLE FOR ANY USE OF OR RELIANCE ON THE CONTENT CAPTURE FUNCTIONS, CONTENT OR PROVIDERS OR ANY COSTS OR DAMAGES RELATED THERETO. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONTENT THAT CUSTOMER UPLOADS, EMAILS, POSTS, TRANSMITS OR OTHERWISE MAKES AVAILABLE, AND FOR ANY DAMAGE TO COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT FROM THE USE OR DOWNLOAD OF THE CONTENT.**