



PRODUCT SPECIFIC LICENSE TERMS

Sybase® PowerAMC™ v. 12.5.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.

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.

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

Restricted Use Components	Additional Restrictions
Adaptive Server® Anywhere v. 10.x	May only be used as a metadata repository for the Program

II. 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”). 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 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.

III. Terms Applicable to the Floating User License. The Floating User license is available for the Program upon payment of an additional fee. If you purchase the Floating User license, the following terms and conditions shall apply:

- A. “Floating User” or “FL”** means the limited right to install the Program on any number of Machines provided the Program may only be Used by one Machine at a time.
- B. Floating User License.** In order to use Floating User licenses, you must install the Sybase Asset Management (SYSAM 2.0) component (“Asset Management Component”) of the Program on a Server in your operating environment. After installing the Asset Management Component, you must install the Program license files from the Sybase Product Download Center web site to enable the Asset Management Component to distribute the Floating User licenses to the client Machines that are connected to the Server(s) for which the Program is licensed. When you install the Program on client Machines, you must indicate that the client Machines will use the Server on which the Floating User licenses reside.