



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Replication Server® v15.7.x and Advanced Services Option v15.7.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 contains or is provided with component software products from both Sybase and third parties. Except as otherwise specifically authorized 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 may be available from Sybase for a fee.

I. 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
SQL Anywhere v12.x	May only be used as a repository to store data generated by the Program
Software Developer's Kit v15.7	May not be used to build software applications

Multi-Path Replication™ is available through Advanced Services Option and may only be Used with Replication Server v15.7.x or higher and Sybase Adaptive Server Enterprise (“ASE”) v15.7.x or higher (if ASE is used as the replication source (database) for the Program).

II. Server Requirements. A minimum of two (2) Server Licenses must be purchased for the Program (i.e., one Server License for the Server that is the source of the data and one Server license for the Server that is the target of the data).

III. Seat Requirements. If Sybase ASE is used as the replication source (database) and/or replication target (database) for the Program, the number of Seat licenses purchased for the Program must be equal to the number of Seat licenses purchased for copies of ASE that are used with the Program. Where ASE is licensed by CPU or a non-ASE database(s) is used as the replication source (database) and/or replication target (database) for the Program, the number of Seat licenses purchased for the Program must be equal to the number of specific, identifiable, unique input/output devices that directly or indirectly access the database(s) (ASE or non-ASE) that is used with the Program.

IV. 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.