



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Replication Server Heterogeneous Edition v15.2.x (all platforms) ("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. Restricted Use Components. The Program contains or is provided with the Restricted Use Components identified below. Except as otherwise set forth below, You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on each Machine on which a licensed copy of the Program is installed. 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 v11.x	May only be used as a repository to store data generated by Sybase Replication
Sybase Adaptive Server Enterprise - Enterprise Connect Data Access v15.0*	May only be used to replicate data from Sybase Replication to an applicable database platform and not for generic access to such database platform
Replication Agent v15.2*	

* Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are only included with the Program on platforms for which Sybase Adaptive Server Enterprise – Enterprise Connect Data Access and Replication Agent are currently supported by Sybase.

II. Sybase Developer Components/Sample Code. The Program contains or is provided with the Developer Component identified below. The Developer Component is 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 Sybase Replication and/or the Developer Component that are provided as sample code (if any) for your internal use only.

Developer Components
Software Developers Kit v15.0

III. Use of Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access. You may Use Replication Agent and Sybase Adaptive Server Enterprise – Enterprise Connect Data Access on an unlimited number of Machines and CPUs, provided the components may only be used in conjunction with your licensed Use of the Program.

IV. Sybase PowerDesigner Terms of Use. Sybase may, in its sole discretion, deliver a copy of Sybase PowerDesigner v15.x to You at no additional cost. If delivered, PowerDesigner is licensed for Use by one (1) Standalone Seat and may only be used in conjunction with your licensed Use the Program. The provisions of the Sybase License Agreement and this Product Specific License Terms document shall supersede any different or additional terms that may be included with the PowerDesigner product.

V. 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.

VI. Customer agrees to apply and/or install any notes, corrections, patches, service packs and other software updates Sybase® Replication Server Heterogeneous Edition v15.2.x as soon as reasonably possible after they have been provided by Sybase or SAP in its sole discretion and to follow any advice given by Sybase or SAP with respect to the operation of the software.