



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Unwired Platform v2.0.x (all editions, 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. Additional licenses for Sybase components may be available from Sybase for a fee.

I. Definitions

Notwithstanding any language in the Agreement or Exhibit A to the contrary, for purposes of calculating the fees owed for CPU License(s) of the Program, the number of CPUs is equal to the number of Processors or Cores on a Machine.

II. Applicable CPU Pricing Terms. Notwithstanding any terms to the contrary in your Order, the following definition of "CPU License" shall govern your use of the Program. "CPU License" means the license fee payable by you for each copy of the Program determined by multiplying the applicable CPU rate specified on the Order by the lesser of (i) the number of processors on the Machine ("CPUs") on which the Program is running, (ii) the number of CPUs partitioned by you for use with the Program, or (iii) the number of the specified subset of CPUs to which the Program is bound or restricted. In the event the number of CPUs on which the Program is running exceeds the number of licensed CPUs, you shall report such increase and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List.

III. Limitations on Use of the Program.

A. Personal Developer Edition. The Personal Developer Edition of the Program is licensed for internal development and testing purposes only. The Personal Developer Edition is limited to use by single Standalone Seat with a connection limit of five (5) mobile devices. Deployment licenses for any purpose (including, without limitation, usage in a general production environment or on a web server) must be purchased from Sybase before you deploy any production components contained in the Program.

B. Enterprise Developer Edition. The Enterprise Developer Edition of the Program is licensed for internal development and testing purposes only. The Enterprise Developer Edition is limited to use by a single Standalone Seat with a connection limit of twenty (20) mobile devices. Deployment licenses for any purpose (including, without limitation, usage in a general production environment or on a web server) must be purchased from Sybase before you deploy any production components contained in the Program.

C. Enterprise Edition. The Enterprise Edition of the Program is licensed for use on a per Core basis with connection to Class A or Class B mobile devices, as applicable. The Enterprise Edition license is based on (i) the number of Cores on which the Program is used, and (ii) the number of mobile devices to which the Program is connected. If you purchase a license for the Enterprise Edition of the Program, you may use an unlimited number of mobile applications on each mobile device for which you are licensed.

1. Terms Applicable to Enterprise Edition – Single Application Client. The Enterprise Edition - Single Application Client is a limited use license which may be purchased in conjunction with an Enterprise Edition - Server license. If you purchase a license for the Enterprise Edition – Single Application Client, you may only use one (1) mobile application on each mobile device for which you are licensed. If you wish to use more than one (1) mobile application per mobile device, you must purchase (i) additional licenses for the Enterprise

Edition – Single Application Client, or (ii) upgrade to a full-use license for the Enterprise Edition of the Program. Any and all use of the workflow container included in the Program counts as a single application.

2. Terms Applicable to Enterprise Edition - Annual Subscription. Notwithstanding any terms to the contrary in the Sybase License Agreement, the Enterprise Edition – Annual Subscription allows for deployment of the Program during a twelve (12) month license term. You must renew your annual subscription for the Program prior to any use of the Program beyond the twelve (12) month subscription term.

IV. Distributable Files. Sybase grants you a non-exclusive license to reproduce and distribute the "Distributable Files" in this version of Program in conjunction with mobile applications that you develop using the Program. The "Distributable Files" are those libraries within the Program that are identified in the documentation as useable during execution of your mobile application. THE DISTRIBUTABLE FILES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. SYBASE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE DISTRIBUTABLE FILES. NEITHER SYBASE, NOR ITS SUBSIDIARIES NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS LOSSES, BUSINESS INTERRUPTION, LOSS OF DATA, AND THE LIKE) ARISING OUT OF YOUR USE OR DISTRIBUTION OF THE DISTRIBUTABLE FILES, EVEN IF SYBASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages, so the above exclusions may not apply to you.

V. Restricted Use Components. The Program contains or is provided with the Restricted Use Components identified below. 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 v11	May only be used as a data repository for the Program
Mobilink v11	
Ultralite Database v11	

VI. Use of Afaría Enterprise Server and Afaría Session Manager (“Afaría Components”). A Program Seat license must be purchased for each mobile device that accesses the Program. You may not purchase Program CPU licenses only and use the Program in conjunction with mobile devices using separately purchased licenses for the Afaría Components.

VII. 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.