



## PRODUCT SPECIFIC LICENSE TERMS

Sybase®SQL Anywhere®Developer Edition

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1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Sybase Software License Agreement. "Program" as used herein, means and refers to Sybase SQL Anywhere Developer Edition and all its components. This version of SQL Anywhere Developer Edition includes the following Sybase components:

- \* SQL Anywhere Server (Network Server version)
- \* SQL Anywhere Client Software
- \* SQL Anywhere Personal Server with Synchronization
- \* SQL Anywhere UltraLite edition with Synchronization
- \* SQL Anywhere UltraLiteJ edition with Synchronization
- \* SQL Anywhere UltraLite for iPhone edition with Synchronization
- \* SQL Anywhere QAnywhere with Synchronization
- \* MobiLink Synchronization Server

SQL Anywhere Client Software: The SQL Anywhere Client Software includes the SQL Anywhere database interface files, Interactive SQL, Sybase Central, the SQL Anywhere Console Utility, and the SQL Anywhere database utilities as described in the SQL Anywhere documentation.

The listed products may not all be available on all operating systems; for example, UltraLite is not available on UNIX. Please check product documentation for complete product availability. Further, although the Program media may include versions of SQL Anywhere Server, SQL Anywhere Personal Server and client components for several different operating systems, each licensed copy of SQL Anywhere Server, SQL Anywhere Personal Server and client components may only be installed on one (1) operating system.

2. Unbundling. As noted above, Sybase SQL Anywhere Developer Edition is a suite of several component software products. Except as otherwise specifically authorized below, use of all components of this Program is limited to the same development Seat(s) (e.g., PC, single user workstation, or real time device) for which you acquired this Program license, and the components of this Program may not be unbundled and used by different or additional Seat(s).

3. Use of Programs.

a. Developer Use of Programs. Each copy of this SQL Anywhere Developer Edition is licensed solely for internal evaluation, development and testing of applications compatible with the Program. The license permits you to install and use one (1) copy of each of the components of the Program as listed in paragraph 1. The MobiLink Synchronization Server is licensed for the purpose of synchronization with the Components of the Program licensed hereunder. Synchronization may be implemented by using Sybase Mobilink or Sybase SQL Remote as described in the SQL Anywhere documentation.

b. Test and Prototyping Use. In addition to the above rights, you may copy and deploy internally up to twenty-five (25) copies of the components of the Program for the purposes of testing or prototyping your applications that operate in conjunction with the Programs; and you may use the Program to conduct supervised demonstrations of your application with third parties.

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4. Diagnostic Tracing. When using the Application Profiling feature in SQL Anywhere, you have the option of storing tracing data within the database being profiled or in a separate tracing database stored on a separate Machine. You may install the SQL Anywhere Server components on a separate Machine solely for use with the tracing database used in conjunction with the Application Profiling feature. No other components may be installed on the separate Machine, and the SQL Anywhere Server may not be used to process other applications, without obtaining an additional license.

5. High Availability Option. The SQL Anywhere Developer Edition includes the SQL Anywhere High Availability Option for internal evaluation, development and testing only. If using this option, you may install i) an additional SQL Anywhere Server on a secondary Machine for Use in the event of a failure of the primary server, and ii) an additional SQL Anywhere Server on another Machine to act as the arbiter server. Connections to the secondary server are limited to read only connections. The secondary server and the arbiter server may not be used for any other purposes while the primary server is available for use, without the purchase of an additional database server license.

6. Read-Only Scale-out Option. The SQL Anywhere Developer Edition includes the SQL Anywhere Read-Only Scale-out Option for internal evaluation, development and testing only. If using this option, you may install the licensed SQL Anywhere server on a single Machine for Use as i) a primary database server or ii) a read-only copy node of a separately licensed primary database server.

7. UltraLite for iPhone. You may use the UltraLite for iPhone development components internally, solely for the development and testing of applications for use with the Apple iPhone in accordance with the documentation provided. You may not reverse engineer, circumvent or unobfuscate the protective obfuscation in the code for the purpose of determining the source code, modify or otherwise amend the UltraLite for iPhone development components, or any part thereof ; or remove any copyright notices or proprietary or other legends or notices contained on or within these components. Applications which incorporate UltraLite for iPhone may not be distributed except in accordance with a separate distribution license between you and Sybase, and in compliance with any other distribution agreements that may be applicable. This clause shall survive any termination of the Agreement.

8. Sybase Relay Server. The Sybase Relay Server included in the SQL Anywhere Developer Edition is for use with the MobiLink Synchronization Server or SQL Anywhere Server only.

9. SQL Anywhere Monitor. The SQL Anywhere Developer Edition includes a version of the SQL Anywhere Monitor for internal evaluation, development and testing only. It cannot be used to monitor SQL Anywhere Servers, MobiLink servers, or Sybase Relay Servers in a production environment.

10. Security Options. RSA Encryption is included in the SQL Anywhere Developer Edition. Software for Strong Encryption using ECC or FIPS-certified technology, which may be included with the Program, may not be installed or used without the purchase of a separate license. If the needed license has been purchased, the Strong Encryption may only be used in conjunction with Sybase SQL Anywhere. You are advised that these Encryption Programs and related Documentation are cryptographic in nature and therefore are highly regulated. Obtaining any necessary export or import approval for any of your applications or the Security Options or Documentation is your responsibility.

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