

PRODUCT SPECIFIC LICENSE TERMS

Mobile Office Appliance (the “Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE 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 Mobile Office Appliance Program may contain or be provided with component software products from both Sybase, iAnywhere 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. Scope of Licenses and Restrictions. The Mobile Office Appliance Program is a suite of software components comprised of Mobile Office, Afaria Data Protect Client, Afaria Extended Frontline Management Client Bundle, Afaria Enterprise Server, and SQL Anywhere. Use of all licensed components of the Program is limited to the same Seats, Server(s) and CPUs for which you have acquired this Program license, and the components of this Program may not be unbundled or used separately.

a. Additional Terms- Afaria Components. The Afaria component of the Program includes "Server Software" and "Client Software". The "Server Software" is the Afaria Program module(s) installed on a single network or file server computer ("Server") that manages and controls the automated exchanges of information with Seats through various telecommunication channels. "Client Software" is the Afaria Program module(s) that runs on remote Seats and which facilitates communications with the Server. Each copy of the Server Software licensed shall be a single copy license that allows Customer to execute one copy of the Server Software under one single operating system image only at the Designated Location. Customer may change the Designated Location at any time upon prior written notice. Upon relocation, Customer must discontinue Use of the Afaria Program at the prior Designated Location. Customer must purchase a Seat license for each Seat authorized to access the Server Software, whether such Seat utilizes the Client Software or not. Each copy of the Server Software may be Used only on one Server at a time to manage up to the number of Seats licensed for that Server Software and may be Used only for the internal Use of Customer in processing Customer's and Business End Users' (see below) data. Each copy of the Afaria component of the Program is subject to the usage limitations based on quantity and type of license purchased, as indicated on the Order. Any extension of Customer's rights of Use shall require payment of additional fees in accordance with Sybase's then current terms and fees. This license also permits the number Seats reasonably necessary to administer Customer's Use of Afaria to access the administrative console to modify operating properties of the Afaria components of the Program or review information within the administrative consoles.

b. Afaria Business End Users. Notwithstanding any language in the Software License Agreement, Sybase grants Customer the right to copy and distribute the Afaria Client Software and the related documentation to Customer's end users who are (i) within Customer's organization; or (ii) third parties who are clients of Customer having a continuing business relationship with Customer (the "Business End Users"). The Business End Users' Use of the Afaria Client Software shall be limited to the exchange of information between the Client Software and Customer's Server on which the Afaria Server Software is installed and in Use. Customer shall ensure that each Business End User agrees: (i) to Use the Afaria Client Software solely for the purpose of connecting to the Server upon which the Afaria Server Software is installed and in Use, and (iii) to promptly return the Afaria Client Software and related documentation to Customer upon termination of the Business End User's relationship with Customer. Seat licenses provided to Business End Users may not be transferred, assigned or re-issued from the Business End User to another Business End User or to the Customer. Customer agrees to be responsible for all claims and liabilities resulting from Use of the Afaria Client Software and for any breach of this Agreement by the Business End Users. Customer agrees to keep current and provide to Sybase within thirty (30) days of any such Sybase request, a written report identifying the location of each copy of the Afaria Client Software along with each Business End User's name and address. Customer understands that the obligations of, and warranties made by, Sybase under this Agreement are solely to Customer and shall not extend to Business End Users or any other third parties. The rights granted under this section are granted only on condition that Customer (i) has purchased a license for each Seat, including each Business End User and regardless of whether such Seat utilizes the Afaria Client Software; and (ii) does not grant or allow the exercise of any right inconsistent with this Agreement.

c. **Other Sybase Programs Provided with the Mobile Office Appliance Program.** Sybase provides certain other of its proprietary programs with the Mobile Office Appliance Program. All such programs are subject to the terms and conditions of the Agreement as well as the additional terms and conditions set forth below.

1. **SQL Anywhere.** The SQL Anywhere server is licensed for access and use only as a repository to store data that can be accessed only through and by the Mobile Office Appliance Program. The SQL Anywhere server may not be deployed or used for any other purpose without Sybase's prior written permission and payment of applicable fees.
2. **Afaria Server and Afaria Extended Frontline Management Client Bundle.** The Afaria components are licensed solely for access and Use in conjunction with the Mobile Office Appliance Program, and none of the Afaria components may be used on or with a Seat that does not contain and is not licensed to Use the Mobile Office Appliance Program, or deployed or used for any other purpose without Sybase's prior written permission and payment of applicable fees.
3. **Afaria Data Protect Client.** The Afaria Data Protect Client software component of the Program is licensed solely for Use in conjunction with the Mobile Office Program and may not be used on or with a Seat that does not contain and is not licensed for Use with the Mobile Office Program.

II. Sample Code. You may use and modify the source code version of those portions of the Program that are provided as sample code (if any) for your internal use only.

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B. **DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by Sybase in the Agreement.

C. **Software Subject to the Lesser General Public License ("LGPL").** Certain of the Free Download Components are licensed under the Lesser General Public License ("LGPL") ("LGPL Components"). In the event that you exercise any right granted to you under the LGPL to modify software subject to it, and relink and run that modified software with the Program, then notwithstanding anything to the contrary in the Agreement, Sybase shall have no warranty or support obligations of any kind with regard to the integration of the LGPL components, once modified by you, with the Program.