



## PRODUCT SPECIFIC LICENSE TERMS

### SAP Sybase® SQL Anywhere®, on-demand edition

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE LICENSE AGREEMENT ACCOMPANYING THE PROGRAM MEDIA, THE FOLLOWING ADDITIONAL RIGHTS AND LIMITATIONS SHALL APPLY TO THE PROGRAMS DESIGNATED BELOW:

The Program SAP Sybase SQL Anywhere, on-demand edition (“SQL Anywhere OnDemand”) 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. Use of any component of the Program requires that you license the same version of all components of the Program. Additional functionality may be included in this Program, however, you are only authorized to use the specific functionality made available upon installation of the Program and use of any applicable license keys provided to you by Sybase and not any other functionality that may be accessed by overriding the license management mechanism within the Program. Additional licenses may be available from Sybase for a fee.

#### 1. Definitions.

- **“Core”** means a functional unit within a computing device that interprets and executes software instructions.
- **“Core Hour”** means a billable unit of utility representing the full or partial use of a Core during all or any part of a clock hour for the purposes of running the server component of the Program. For example, use of one Core from 1:10 p.m. to 1:50 P.M. counts as one Core Hour. Use of one Core from 1:50 p.m. to 2:20 counts as two Core Hours.
- **“Cloud Instance”** means a group of machines running the Program who share a common SQL Anywhere OnDemand cloud globally unique identifier. An installation of the SQL Anywhere OnDemand Program is capable of creating multiple Cloud Instances. However, only one Cloud Instance may be present on a machine at any given time.
- **“Core License”** means a license that grants you a perpetual, non-exclusive, non-transferable right to run a copy of the server component of the Program on a single Core.
- **“Monthly Utility License”** means a license that grants you the right to run a copy of the server component of the Program on a number of Cores in excess of the number of Core Licenses, where you will be billed by for such Use on the basis of Core Hours.
- **“Trial Period License”** grants you the right to install and Use the Programs for up to 1000 Core-Hours for each Cloud Instance.

#### 2. Use of Programs.

The Program can be licensed on a Monthly Utility License or a Core License basis.

The SQL Anywhere OnDemand software will track its usage and communicate usage information, via HTTPS, to the Sybase SQL Anywhere OnDemand Usage Server (“Usage Server”) on a daily

basis. You are required to enable the SQL Anywhere OnDemand Program to communicate with the Usage Server during the operation of each Cloud Instance. If the SQL Anywhere OnDemand Program is unable to communicate with the Usage Server for a period of 30 days or more, the affected Cloud Instance will operate in a limited functionality mode until such time as the SQL Anywhere OnDemand Program can re-establish communication with the Usage Server

Trial Period License If You are using the Program under the Trial Period License , you are granted the non-exclusive, non-transferable right to install and Use the Programs for up to 1000 Core Hours for each Cloud Instance.

If You do not elect to license the Programs from Sybase within the 1000 Core Hour Trial License Period, this license shall expire and You must immediately cease use of, and delete or destroy, all copies of the Programs in any form. Sybase is not obligated to provide any maintenance or technical support services to Customer in connection with any Trial Period License. Any updates or new versions provided by Sybase shall be subject to the terms of this Agreement.

Sybase provides no warranties or indemnities for the Program while in use during the Trial Period License.

Core License. If you have purchased Core License(s), you may install and Use the licensed version of the Program on the number of Cores up to the number of Core Licenses purchased. Each Core License grants You the right to run a copy of SQL Anywhere OnDemand server on a single Core. The copy may be moved to a different Core at Your discretion provided that the licensed copy may only be used on a single Core at any given time. The Program may be accessed and Used by an unlimited number of your internal and external Users subject only to the capacity of the Cores for which Core Licenses have been purchased.

Monthly Utility License. If You have obtained a Monthly Utility License, you must register your SQL Anywhere On Demand Program with the Sybase SQL Anywhere OnDemand Usage Website; and authorize the automated utility reporting function that records and reports to Sybase usage of the Program on a Core Hour basis. Unless otherwise stated in Your license agreement, Sybase will invoice You on a monthly basis, in arrears, at the then current Core Hour usage rate for that month, shown on the Sybase SQL Anywhere OnDemand Usage Website, for the number of Core Hours of the Program that You have used during the monthly billing period. Payment of the Monthly Utility License fee is due net thirty from date of invoice from Sybase.

If payment has not been received by the due date, Sybase reserves the right to put any unpaid Cloud Instance of SQL Anywhere OnDemand Program into a limited functionality mode until payment has been received.

If you have purchased a Core License and are also using a Monthly Utility License, you must register all licenses with the Sybase SQL Anywhere OnDemand Usage Website and authorize the reporting function that will report usage of the Program by Cores used. You will be invoiced under the Monthly Utility model for the number of Core Hours used on all Cores that exceed the number of Core Licenses purchased.

SQL Anywhere Monitor: A license for SQL Anywhere OnDemand grants You the right to use the SQL Anywhere Monitor for the sole purpose of monitoring your SQL Anywhere OnDemand Program. The SQL Anywhere Monitor may be installed on multiple machines, and does not have to be installed on a machine that is licensed for SQL Anywhere OnDemand.

**3. Outsourcing/Cloud Use.** You may enter an arrangement with a third party to allow operation of the Programs on the third party's hardware system by or for You and solely for your benefit; however, You shall remain subject to all the provisions of this Agreement and shall be liable for the third party's compliance with the provisions of this Agreement

**4. Support.** Support Fees for Monthly Utility Licenses are included in the Monthly Utility fee and are not separately charged. Support Fees for Core Licenses are priced and must be must be paid separately. Support under a Monthly Utility License will commence after successful licensing of a Cloud Instance, and will end after all Cloud Instances are terminated.

If you have a Cloud Instance that utilizes the Program under both Monthly Utility License and Core License(s), you must separately purchase Support for all Core Licenses being used in that Cloud Instance.

**5. Free Download Components.** The Program 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>. Any obligations undertaken by Sybase or iAnywhere in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase or iAnywhere 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 or iAnywhere 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.