



Sybase® SQL Anywhere® Web Edition

PRODUCT SPECIFIC LICENSE TERMS

Sybase® SQL Anywhere® Web Edition

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE SOFTWARE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL RIGHTS AND LIMITATIONS SHALL APPLY TO THE PROGRAMS DESIGNATED BELOW.

NOTE: ALTHOUGH SQL ANYWHERE WEB EDITION MAY BE AVAILABLE AT NO CHARGE, THE LICENSE IS NOT TRANSFERABLE. EXCEPT AS SPECIFICALLY AUTHORIZED BELOW, YOU AGREE NOT TO DISTRIBUTE, SUBLICENSE, OR OTHERWISE TRANSFER THE PROGRAM TO (OR ALLOW THE USE OF THE PROGRAM BY) ANY THIRD PARTY.

The Program contains or is provided with component software products from both iAnywhere 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. Additional functionality may be included in this Program, however, you are only authorized to use the specific functionality made available to you upon installation of the Program or by use of any license keys provided to you by iAnywhere and not any other functionality accessed by overriding the license management mechanism within the Program. Additional licenses may be available from iAnywhere for a fee.

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 Web Edition and all its components. This version of SQL Anywhere Web Edition includes the following Sybase components:

- * SQL Anywhere Server
- * SQL Anywhere® UltraLite®
- * MobiLink™ Synchronization Server

“Web Browser” as used herein, means a software application which enables a user to display and interact with web content, typically HTML and linked objects. Examples of Web Browsers are Microsoft Internet Explorer and Mozilla Firefox.

“Web Server” as used herein, means a computer that is responsible for accepting HTTP requests from Web Browsers and serving HTTP responses along with optional content, typically HTML and linked objects.

2. Unbundling. As noted above, Sybase SQL Anywhere Web 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 Web Server for which you acquired this Program license, and the components of this Program may not be unbundled and used by different or additional Web Servers or Seat(s).

3. Use of Program.

3.1 Web Server Database. Each instance of this SQL Anywhere Web Edition permits you to access the SQL Anywhere Server component from an unlimited number of Seats, and may include internal users within the Customer’s organization and external users outside the Customer’s organization, provided that (a) except as specifically authorized below, all access, direct and indirect, to the SQL Anywhere Server originates from a Web Browser; (b) the primary purpose of the SQL Anywhere Server is to support interactive Web Browser applications; and (c) the SQL Anywhere Server is installed on only one Web Server.

3.2 Synchronization. Each instance of this SQL Anywhere Web Edition permits you to install and use the MobiLink Synchronization Server component, provided that (a) the MobiLink Synchronization Server consolidated database is the SQL Anywhere Server described in Section 3.1, a SQL Anywhere Server with a valid purchased License, or a MySQL database server; (b) all synchronization requests to the MobiLink Synchronization Server are from SQL Anywhere UltraLite components described in Section 3.3; and (c) the MobiLink Synchronization Server is installed on only one computer.

3.3 Local Web Database. Each instance of this SQL Anywhere Web Edition permits you to distribute and install the SQL Anywhere UltraLite component on an unlimited number of Seats, and may include internal users within the Customer’s organization and external users outside the Customer’s organization, provided that (a) all access, direct and indirect, to the SQL Anywhere UltraLite component is from a Web Browser; (b) the sole purpose of the SQL Anywhere UltraLite component is to support interactive Web Browser applications; and (c) data stored in the SQL Anywhere UltraLite component is synchronized using the MobiLink Synchronization Server described in Section 3.2.

3.4 Administration, Maintenance, and Data Import/Export. You may install and use the SQL Anywhere client software and tools on additional Seats solely for administration and maintenance of the SQL Anywhere Server described in Section 3.1 and the MobiLink Synchronization Server described in Section 3.2. Administration and maintenance may include, but is not limited to, importing or exporting of data in the SQL Anywhere Server, or running non-interactive reporting applications.

3.5 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 Server solely for use with the tracing

database used in conjunction with the Application Profiling feature. No other components may be installed on the separate Server, and the SQL Anywhere Server may not be used to process other applications, without obtaining an additional license.

3.6 High Availability Option: SQL Anywhere has a High Availability Option where an additional SQL Anywhere server runs on a secondary computer for Use in the event of a failure of the primary server. A SQL Anywhere High Availability Option deployment is only permitted if applicable licenses are purchased.

3.7 Read-Only Scale-out Option: SQL Anywhere has a Read-Only Scale-out Option where an additional SQL Anywhere server runs on a single Machine for Use as a primary database server or as a read-only copy node of a separately licensed primary database server. A SQL Anywhere Read-Only Scale-out Option deployment is only permitted if applicable licenses are purchased.

3.8 MobiLink High Availability Option. The use of multiple MobiLink servers connecting to the same back-end database or application and used to synchronize the same set of remote databases is only permitted if applicable licenses for the MobiLink High Availability Option are purchased. This option permits fail-over, from one MobiLink server to another, using hardware or software-based load balancers, the Sybase Relay Server, or other techniques to achieve fail-over.

3.9 Security Options. RSA Encryption is included in the SQL Anywhere Web Edition. Software for 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 at an additional charge. If the needed license has been purchased, the 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.

3.10 Sample Code. Sample Code is provided AS IS, without warranty or liability of any kind. You may use, reproduce, modify and distribute the Sample Code that is provided without limitation, on the condition that you retain the copyright notice and disclaimer as to the original iAnywhere code.

4. Support. This Agreement does not entitle you to any support or other services or any new versions of the Program. Services and support may be obtained for a fee.

5. Term. This license is effective until terminated. You may terminate it at any time by destroying the Program(s) and Documentation. This license will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Program(s) and Documentation. All disclaimers of warranties and limitations of liability contained in the License Agreement accompanying the Program are applicable to the Program and its components and shall survive any termination of this Agreement.

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