



PRODUCT SPECIFIC LICENSE TERMS
Industry Warehouse Studios
("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:

The Program contains or is provided with component software products and/or code sets from third parties. Except as otherwise 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.

1. Definitions.

- a) "Industry Warehouse Studio Program" means the Sybase Program known as the Industry Warehouse Studio module or modules for a particular industry. Models, database designs, templates and documentation for creating integrated industry data warehouse and/or data mart applications for a specific industry. "Data Models" means a portion of the Industry Warehouse Studio Program consisting of a set of entities, relationships and attributes that can be implemented in whole or in part, so that all the data structures and associated meta data are accessible to the application developer.
- b) "Modifications" shall mean any enhancements, additions, alterations, revisions, customizations, changes, corrections and other modifications made to the Data Models.

2. License and Modifications.

- a) Customer may Use each Primary Copy (and may copy and use each Secondary Copy) of Industry Warehouse Studio Program on one Machine using the operating system for which such Program is licensed. Each Industry Warehouse Studio Program may only be accessed for Customer's internal business purposes. Notwithstanding the restrictions set forth in Section 2.3 of the Software License Agreement regarding modifications, Sybase grants Customer the nonexclusive and nontransferable right to modify the Data Models for the purpose of creating Modifications to implement and work in conjunction with the Industry Warehouse Studio Program. Customer may not copy the Industry Warehouse Studio Program, except (a) for back-up and archival purposes as set forth in the Agreement; and (b) Customer may make a maximum of one Secondary Copy of the Industry Warehouse Studio Programs. Customer may not distribute, transfer, assign, sublicense or otherwise disclose the Industry Warehouse Studio Program (or any portion thereof, including the Data Models) to any third party. The above right to create Modifications applies only to the Data Models of the Industry Warehouse Studio Programs licensed by Customer and does not apply to any object code Programs supplied by Sybase under the Agreement.
- b) Sybase makes no warranty, nor assumes any obligation, including without limitation, infringement indemnity nor provides support services with respect to the Modifications made by Customer.
- c) Except for the specific rights granted in the Agreement and those rights set forth herein, all right, title and interest in and to the Industry Warehouse Studio Programs, and all patents, copyrights, trademarks, trade secrets and other intellectual property rights in and relating thereto together with all Modifications developed by Sybase shall remain with Sybase and its licensors. No title to or ownership of such Programs is transferred to Customer.

3. Support.

Customer is not entitled to any support, including Updates, of the Industry Warehouse Studio Programs unless Customer has purchased a support plan that entitles Customer to Updates