

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) **Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) **Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).



LICENSE AGREEMENT

United States

20120501

IMPORTANT NOTICE: Read this License Agreement carefully before using the enclosed Program. You, your company, or your public agency ("You" or "Customer") may Use the Program only in accordance with the following terms and conditions. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE PROGRAM.** If You do not agree with these terms, present your receipt or other proof of purchase, together with the Program media, Documentation and packaging (if any) to the entity from which You obtained this product within 30 days to request a refund. **THIS IS A LICENSE AND NOT A SALE.**

If You, Your company, or Your public agency have signed a written software license agreement with Sybase, Inc. ("Sybase"), SAP AG ("SAP"), or a subsidiary of Sybase or SAP covering the Use of this Program, such signed license agreement shall supersede and replace this Agreement and any other Sybase license agreement embedded in or accompanying the Program. If You, Your company, or Your public agency have signed a written software license agreement with an authorized reseller of Sybase, SAP, or a subsidiary of either, covering the Use of this Program, the terms of such signed reseller license agreement shall take precedence over any conflicting terms of this Agreement.

1. ABBREVIATIONS AND DEFINITIONS. Abbreviations and definitions appear at the end of this Agreement.

2. LICENSE.

2.1 Subject to the terms and conditions set forth in this Software License Agreement, Sybase grants to You a non-exclusive, non-transferable license to Use the Primary Copy of each licensed Program (and make and Use each licensed Secondary Copy) at the location(s) specified on the Order or reseller order. Each Program shall be subject to the usage limitations based on quantity and type of license purchased, as indicated on the Order or reseller order. If any technology used by You reduces the number of devices that directly Use the Program, the number of Seats shall include all inputs to the front-end technology. You may Use the Program (and accompanying Documentation) solely for Your internal business purposes by Your employees, agents and contractors and on the Operating System Software specified in the Order or reseller order, unless otherwise permitted by the type of license purchased. If the type of license is not indicated in the Order or reseller order, each copy shall be licensed for a single Seat on a single Machine. The Program, license, media and Documentation may not be transferred, sold, assigned, sublicensed or otherwise conveyed (whether by operation of law or otherwise) to another party without Sybase's prior written consent and payment of any applicable fees in accordance with Sybase's then current policies. The Program may be transferred to another Machine, site or Operating System Software only upon prior written notice and subject to Sybase's transfer policies and fees then in effect.

2.2 You understand and agree that some Sybase Programs and license types are subject to additional or supplemental terms and conditions ("Product Specific License Terms"). The General Services Administration has vetted and approved the Product Specific License Terms incorporated into Carahsoft Technology Corporation's (Carahsoft's) Multiple Award Schedule (MAS) Contract. You shall ensure that You have vetted and approved the most current Product Specific License Terms

applicable to the Sybase Programs and license types that you intend to purchase before completing the purchase. Although the Product Specific License Terms are posted on www.sybase.com/pslt, You should obtain the most current version from Carahsoft. Product Specific License Terms are written and shall be enforceable in the English language. You acknowledge that You have had the opportunity to review the Product Specific License Terms applicable to each licensed Program prior to Using the Program in any way.

2.3 You may not copy the Program except (a) to make a reasonable number of copies of each Program solely for inactive backup or archival purposes, and (b) to make the number of Secondary Copies indicated in the Order or reseller order for the Program. You may not modify, reverse engineer, decompile or disassemble the Program (except as specifically permitted by law without the possibility of contractual waiver, or as expressly permitted in the Documentation). Transfer of the Program outside the country in which it was originally delivered to You is not permitted without Sybase's prior written consent and is subject to compliance with all applicable export regulations and restrictions. If the Program includes more than one component product, Use of all components of the Program is restricted to the same Machine and the Program may not be unbundled for Use on different or additional Machines. You may not Use the Program for timesharing, hosting, rental or service bureau purposes, or otherwise allow direct or indirect (including over the Internet) access or Use of the Program by any third party (except consultants and contractors performing services for Your benefit as expressly permitted in Sections 2.1 and 5), without Sybase's prior written consent and subject to any applicable fees. You may contract with a third party ("Outsourcer") to operate the Program on Your behalf and solely for Your benefit; however, You shall remain subject to all of the provisions of this Agreement and shall be liable for Outsourcer's compliance with the provisions of this Agreement. You shall not remove any copyright notices or other proprietary notices from the Program, and shall reproduce such notices on all copies of the Program. Results of benchmark or other performance tests run on the Program may not be disclosed to any third party without Sybase's prior written consent.

2.4 Sybase shall provide an access code permitting You to download each Primary Copy, or, if specified on the Order or reseller order, ship such Primary Copy to You or your authorized reseller. You, at Your own expense, shall be responsible for installing the Program and all Updates.

2.5 Third party products ordered by You and delivered by Sybase that are accompanied by a license agreement from the third party supplier are provided subject to such supplier license agreement. The terms of this Agreement shall not apply to such third party products, except that, as between You and Sybase, the provisions of this Section 2.5, Section 3, Section 7.4 and Section 9.8 shall apply. WITHOUT LIMITING THE FOREGOING, SYBASE PROVIDES SUCH THIRD PARTY PRODUCTS "AS IS" WITHOUT ANY INDEMNITIES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Sybase shall not be obligated to provide any Support or error correction services for such third party products, but such services may be available from the third party supplier. Third party products not accompanied by a license agreement from the supplier shall be subject to the terms of this Agreement.

2.6 Within 30 calendar days following a written request from Sybase, which shall be made no more often than once in any 12-month period, You shall provide an accurate written report of Programs then currently in Use by You.

2.7 No more often than once in any 12-month period, Sybase may, at its expense, upon written notice and during business hours, audit the number of copies of the Program in Use and Your compliance with the applicable usage limitations set forth by this Agreement. The auditors shall protect the confidentiality of Your information. If the Use of the Program is found to be greater than that for which You are licensed, Carahsoft, acting on behalf of Sybase, may submit an invoice for the additional amounts in accordance with the General Services Administration Acquisition Regulation

(GSAR) 552.212-4(g) Invoice or submit a claim in accordance with the GSAR 552.212-4(d) Disputes. Your refusal to permit an audit within a period of 30 calendar days following receipt of notice shall be a material breach of this Agreement.

3. PAYMENT

Payment is due to Sybase or its assigns within 30 calendar days of the invoice date. You will pay all applicable shipping and handling charges and sales, use, personal property or similar taxes, tariffs or governmental charges, exclusive of those based upon Sybase's income and corporate franchise taxes.

4. SUPPORT AND TECHNICAL SERVICES.

4.1 The payment of license fees does not entitle You to Support services or software Updates, however, Support and Updates are available from Sybase under this Agreement upon the payment of additional fees. Except with respect to specific Programs designated by Sybase, You agree to purchase a technical support plan ("Support") for the first year for each Program licensed. Support commences on the date the Primary Copy is shipped to You (or an access code is provided to permit You to download a Primary Copy), or on the date You are invoiced for Secondary Copies ("the Support Date"). Fees for Support ("Support Fees") shall be paid annually in advance. Support may be extended for one-year periods on the anniversary of each Support Date at the Support Fees set forth in the Price List for as long as Sybase offers Support for the applicable Program. If You do not provide a valid Purchase Order or written acknowledgement for the renewal of Support prior to expiration, Support will be suspended on the expiration date. Once Support has been suspended, You may reinstate Support only by paying Sybase's then current reinstatement fee.

4.2 Subject to the terms and conditions of this Agreement, including, without limitation, Your payment of applicable Support Fees, Sybase will provide You the level of Support corresponding to the Support Plan specified on the Order or reseller order. Support will be provided in accordance with Sybase's then current plan description for such Support Plan solely to Your authorized support contacts for the "Supported Program" listed on such Order or reseller order. "Supported Program" shall mean the then current Major Version of a listed Program running on the specified Operating System Software and, for a period of 12 months after introduction of a new Major Version of such Program, the immediately preceding Major Version of the Program. If You purchase Support for any Program in Use on a Machine, You must purchase the same level of Support for all copies of such Program on said Machine. If You purchase Support for any Program in Use on a network, You must purchase the same level of Support for all copies of such Program on said network. Sybase will use commercially reasonable efforts to correct or circumvent reported errors in the Supported Program that can be reproduced at a Sybase support facility. Sybase shall have no obligation to provide Support with respect to: (a) Use of any Program on any computer system other than the specified Machine and Operating System Software; (b) Use of any version of the Program modified by You in breach of this Agreement; or (c) Use of versions of different Supported Programs together on a Machine or in a network that are not specified in the applicable Documentation as certified to be compatible. Sybase has no obligation to modify any version of the Program to run with new versions of the Operating System Software. Sybase reserves the right to make corrections only to the most current generally available Major Version of the Program.

4.3 Except as otherwise mutually agreed in writing, Sybase will provide consulting or educational services described in the Order or reseller order under the terms of this Agreement. All consulting services provided under this Agreement will be on a time and materials basis.

5. CONFIDENTIALITY.

"Confidential Information" shall include the Program (including methods or concepts utilized therein) and all information identified by Sybase as proprietary or confidential. Confidential Information shall remain the sole property of Sybase and shall not be disclosed to any third party

without the express written consent of Sybase; except that You may disclose Confidential Information to consultants performing services for Your benefit, provided that such consultants are bound by a written non-disclosure agreement with You that protects such Confidential Information in a manner consistent with this Agreement. Except with respect to the Program, items will not be deemed Confidential Information if (a) available to the public other than by a breach of an agreement with Sybase; (b) rightfully received from a third party not in breach of any obligation of confidentiality; (c) independently developed by You without access to the Confidential Information; or (d) proven to have been known to You at the time of disclosure. You shall immediately inform Sybase if You are required to produce Confidential Information by operation of law, and if so requested by Sybase, shall provide reasonable assistance to Sybase in seeking to limit such production. A copyright notice on a Program does not, by itself, constitute evidence of publication or public disclosure.

6. OWNERSHIP AND PROPRIETARY RIGHTS. Each Program is licensed, not sold. All copyright and other intellectual property rights in the Program, Documentation, and media, and all copies thereof, are owned by Sybase or its subsidiaries, or their respective licensors and are protected by copyright and/or trade secret laws and international treaty provisions. Sybase reserves and retains ownership in and to (i) all rights, title and interest to the Program, media, Documentation, and all copies thereof, (ii) all rights, title and interest to all copyright and other intellectual property rights in each Program and each copy of the Program, and (iii) all other rights not expressly granted herein. You acquire only the non-exclusive non-transferable right to Use the Program subject to the conditions set forth in this Agreement, and do not acquire any ownership or distribution rights whatsoever in the Program. When You have ceased Using the Program, You shall return or destroy the Program, media, Documentation, and all copies thereof. A license to Use a Program does not include any right, implied or otherwise, to implement patents or other intellectual property of Sybase and its licensors.

7. LIMITED WARRANTY AND LIMITATIONS ON LIABILITY.

7.1 Unless otherwise specified in the Documentation, for a period of ninety (90) days from the date of shipment (or date on which an electronic download access code is made available) to You, Sybase warrants that the Program, when Used in accordance with the Documentation, will operate in material conformity with such Documentation and the Program media shall be free of defects. In the event of a non-conforming Program or defective media, Your sole remedy shall be, at Sybase's option, replacement of the defective Program or a refund of the license fees received by Sybase for the affected Program. This limited warranty gives You specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Sybase warranties extend solely to You, the original licensee.

7.2 SYBASE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE PROGRAM, DOCUMENTATION, SUPPORT OR OTHER SERVICES RELATED TO THE PROGRAM. Some jurisdictions do not allow limitations on implied warranties so the above limitations may not apply to You. NO WARRANTY IS MADE REGARDING THE RESULTS TO BE OBTAINED FROM ANY PROGRAM OR SERVICES, THAT THE PROGRAM WILL BE ERROR FREE, THAT ALL ERRORS IN THE PROGRAM WILL BE CORRECTED, OR THAT THE PROGRAM'S FUNCTIONALITY WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO (a) REGULARLY BACK UP DATA, AND (b) ADEQUATELY TEST PROGRAM PRIOR TO DEPLOYMENT.

7.3 The Program and third party products are not fault-tolerant and are not designed, manufactured or intended for use in applications in which the failure of the Program could lead

directly or indirectly to death, personal injury, or severe physical or environmental damage, including, without limitation, the on-line control of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems. SYBASE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

7.4 LIMITATIONS ON LIABILITY. SYBASE, SAP, A SUBSIDIARY OF EITHER, AND SYBASE'S LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY, IF ANY, OF SYBASE, SAP AND THEIR SUBSIDIARIES ARISING OUT OF THIS AGREEMENT, OR YOUR USE OF THE PROGRAM OR RELATED SERVICES, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN SYBASE PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations and exclusions may not apply to You.

8. TERMINATION. Sybase may terminate a license if You have not paid the fees due within 15 calendar days after written notice that payment is past due. The license and all rights to Use a Program shall terminate automatically and immediately without notice upon any transfer or attempted transfer of the Program without Sybase's express written consent. Either party may terminate this Agreement upon any other material breach of this Agreement by the other party which has not been corrected within 45 calendar days after written notice. Upon termination of this Agreement, all licenses granted hereunder shall terminate, You shall cease Using the Program and Documentation (whether or not modified or merged into other materials) and You shall certify in writing to Sybase that all copies (in any form or media) have been destroyed or returned to Sybase. Termination shall not relieve You from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies. Sections 1, 3, 5, 6, 7, 8, 9, 10, and 11 shall survive termination of this Agreement.

9. GENERAL

9.1 Neither this Agreement, nor any rights or obligations arising hereunder, nor any license granted herein may be assigned by You (whether by operation of law or otherwise) without Sybase's prior written consent. Any such purported assignment shall be void. Sybase may assign all or any of its rights and obligations under this Agreement to any Group Company. "Group Company" means SAP AG, any direct or indirect subsidiary of SAP AG and any entity that directly or indirectly controls, is controlled by, or is under common control with SAP AG. For the purposes of this definition "control" means ownership, directly or indirectly, of fifty percent (50%) or more of the voting shares or other equity interest in an entity, or otherwise in the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. The terms and conditions of the licenses granted hereunder shall be binding upon any permitted assignees or transferees, if any.

9.2 This Agreement is the entire agreement of the parties and supersedes all previous and contemporaneous communications, representations, or agreements regarding the subject matter hereof. This Agreement may be modified only in writing signed by GSA and Carahsoft Technology Corporation. Purchase Orders shall be binding as to the products and services ordered, the fees due and the site for installation or performance of services. Other terms and preprinted terms on or attached to any Purchase Order shall be void even if Sybase has acknowledged such Purchase Order. In the event of any conflict between the terms of an Exhibit A or reseller order and a Purchase Order, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

9.3 You shall not transfer, directly or indirectly, any restricted Program or technical data received from Sybase or its subsidiaries, or the direct product of such data, to any destination or entity subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

9.4 Sybase shall not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of: acts by You, acts of God or the public enemy, war, terrorism, riots, strike, embargo, acts of civil or military authority, unavailability of communications facilities or energy sources, or any other cause that is beyond the reasonable control of Sybase.

9.5 All notices relating to this Agreement shall be in writing and delivered to the other party by overnight delivery service or first class prepaid mail with return receipt requested (in the case of Sybase to the attention of its General Counsel).

9.6 The Program is restricted commercial computer software. If this license is acquired under a U.S. Government contract, Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement or in a written license agreement that incorporates applicable FAR provisions, for example FAR 52.227-19. Sybase reserves all unpublished rights under the United States copyright laws.

9.7 If any provision of this Agreement is held to be unenforceable, the parties shall substitute an enforceable provision for the affected provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.

9.8 This Agreement shall be governed by, and construed and enforced in accordance with the federal laws of the United States. .

10. If you have any questions about this Agreement, write to Sybase, Inc., Attn: General Counsel, One Sybase Drive, Dublin, CA 94568.

11. ABBREVIATIONS AND DEFINITIONS.

"Agreement" - This Software License Agreement, together with the terms and conditions of Carahsoft's MAS Contract, each Exhibit A or reseller order, any applicable supplements, amendments, addenda, Product Specific License Terms, and each Purchase Order.

"Application License" or "AP" - The limited right to install the Program on any Server at the single physical location (or approved hosting site) specified for such license in the applicable Order or reseller order.

"Chip" - Electronic circuitry containing one or more Cores, usually on a silicon wafer.

"Chip License", or "CH" - The limited right to Use the Program on a Chip in a production environment.

"Chip Development and Testing License" or "DH" - The limited right to Use the Program on a Chip for development and testing purposes only and not in a parallel production environment. See "Chip" and "Chip License".

"Chip Standby License" or "SH" - The limited right to access and Use a Standby Copy of a Program licensed under a Chip License for the duration of an interruption in the operation of the production Server. See "Chip", "Chip License".

"Cluster License", or "CL" - The limited right to Use the Program on any number of Servers at the single physical location specified for such license in the applicable Order or reseller order, but only if each such Server is part of a load-balanced or failover configuration and in the aggregate provides no greater access to the Program or any associated data than would be provided by a single Server operating alone.

"Concurrent User" or "CU" - A specific, identifiable, unique input/output device capable of directly or indirectly accessing and using a Program such as (without limitation) a terminal, personal computer, single user workstation, personal digital assistant ("PDA"), wireless device or real time device. See "Concurrent User License".

"Concurrent User License" - The limited right for a maximum number of Concurrent Users equal to the quantity of such licenses purchased, as indicated in the applicable Order or reseller order, to directly or indirectly access the Program on a single specified licensed Server at any given instant in time.

"Core" - A functional unit within a computing device that interprets and executes software instructions.

"CPU" - The unit of measurement used in the CPU License type (see "CPU License") and the Internet Access License type (see "Internet Access License"). Unless otherwise specified on the Order, for Sybase Programs, the number of CPUs is equal to the number of Processors or Cores on a Machine, and for iAnywhere Solutions Programs, the number of CPUs is equal to the number of Chips on a Machine irrespective of the number of Processors or Cores.

"CPU Development and Testing License" or "DT" - The limited right to Use the Program on a Machine on which the number of CPUs is no greater than the number of licenses purchased, as specified on the Order, and to Use such Program for development and testing purposes only and not in a parallel production environment. See "CPU" and "CPU License".

"CPU License" or "CP" - The limited right to Use the Program on a Server on which the number of CPUs is no greater than the number of licenses purchased, as specified on the Order or reseller order. The number of Seats that may access the Program shall be limited only by the capacity of the licensed CPUs, and may include internal usage by Seats within the Customer's organization, and external usage by Seats outside of the Customer's organization accessing the Program via the Internet ("Internet Users"). Internet Users may not Use the Program to develop or modify applications or perform other programming tasks, and may only Use the Program in conjunction with Customer's applications. The license fee payable by Customer for the copy or copies of the Program shall be determined by multiplying the number of CPUs on the Server or Servers Using the Program by the applicable rate, each as specified on the Order or reseller order. In the event that the number of CPUs on a Server is increased, Customer shall report such increase, execute a new Exhibit A and pay an additional amount determined by multiplying the incremental CPUs by the then applicable rate per CPU set forth in the Price List.

"Data Storage Unit" or "DSU" - The unit of measurement used in the Storage License types which quantifies the volume of data stored inside the main database of a Program. Certain Programs tend to compress data to an amount less than the raw data. The amount of compression applied to the data may vary depending on the characteristics of the data and the data types Used in the Program.

"Documentation" - Installation instructions and user manuals supplied with the Program.

"ESD" in the column entitled "Media" - means Electronic Software Download.

"Exhibit A" - a standard form purchase authorization document made available by Sybase containing order information for each Customer order.

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"Major Version" - A major release of a Program containing new features and functions.

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Developer Components
Software Developers Kit v15.7
InfoMaker v12.1
PowerDesigner® Physical Modeling v15.3

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Developer Components
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 - 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 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.



PRODUCT SPECIFIC LICENSE TERMS

SAP® Sybase IQ v16.0.x and Options (each a “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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Programs may contain or be provided with component software products from both Sybase 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 Programs as a whole are licensed. Additional licenses for Sybase components may be available from Sybase for a fee.

- I. **Limitations on Use of the Programs.** You may not use more than one (1) edition of the Program (i.e., Enterprise Edition, Small Business Edition and Single Application Server Edition) (“Program Editions”) on the same target database. If you have a license for multiple Program Editions, each Program Edition must reside on a separate target database.
- II. **Additional Definitions that Apply to the Programs**
 - A. **“Data Storage Unit” or “DSU”** – The unit of measurement used in the Storage License type which quantifies the volume of data stored inside the main database of a Program. Certain Programs tend to compress data to an amount less than the raw data. The amount of compression applied to the data may vary depending on the characteristics of the data and the data types Used in the Program.
 - B. **“Storage License” or “TB”** – The limited right to store data in a Program such that the quantity of DSUs Used is no greater than the number of DSUs licensed, as specified in the Order. The license fee payable by Customer shall be determined by multiplying the number of DSUs by the applicable rate, each as specified on the Order. In the event the number of DSUs in a Program is increased, Customer shall report such increase, execute a new Exhibit A and pay an additional amount determined by multiplying the incremental storage capacity by the then applicable rate per DSU set forth in the Price List. Storage may only be licensed in whole DSUs, and the number of DSUs shall be rounded up to the next higher whole DSU when determining the number of Storage Licenses required.

- C. **“Storage Development and Testing License” or “DB”** – The limited right to store data in a Program up to the number of DSUs licensed, and to Use such data for development and testing purposes only and not in a parallel production environment. See “DSU” and “Storage License”. D. **“Storage Standby License” or “SB”** – The limited right to store data in a Standby Copy of a Program up to the number of DSUs licensed, and to Use such data in the event of an interruption of a production copy of the same Program. See “DSU” and “Storage License”.
- III. **Terms Applicable to Multi-core Eligible License Types and Machines.** For multi-core eligible license types and Machines, the List Price shall be determined by applying the Multi-core Scaling Coefficient to the License and Support price.
- IV. **Additional Program Restrictions.**
- A. **Single Application Server Edition.** If you purchase a license for the Single Application Server Edition of the Program, the following additional restrictions shall apply. The Single Application Server Edition of the Program (“Single Application Server Edition”) is licensed for installation and use on no more than two (2) networked Machines, and each Machine shall be limited to a maximum of sixty-four (64) Cores. The license fees payable by you for the Single Application Server Edition shall be determined by calculating the total number of Cores on which the Single Application Server Edition is licensed to run. The Single Application Server Edition may be used to manage up to twenty-five (25) tables across a maximum of one hundred (100) columns. For example, the Single Application Server Edition environment may manage (i) twenty-five tables PSLT SAP Sybase IQ v16.0.x and Options 130319 with four (4) columns each or (ii) four (4) tables with twenty-five (25) columns each. The Single Application Server Edition may be used for up to twenty-five (25) terabytes of storage inside the main database of the Program. You may not use the Single Application Server Edition in excess of the licensed Machine, table/column, or terabyte capacity without first purchasing a license for an unrestricted edition of the Program.
- B. **Small Business Edition.** If you purchase a license for the Small Business Edition of the Program (“Small Business Edition”), the following additional restrictions shall apply. The Small Business Edition is licensed on a per Chip basis and is limited to use on a single Machine with a maximum of four (4) installed Cores or fewer. If you require a license greater than (4) Cores per Machine, you must purchase a license for the Enterprise Edition of the Program. The Small Business Edition may be Used for up to one quarter (.25) of a terabyte of storage inside the main database of the Program. You are permitted to use the Small Business Edition by a maximum of twenty-five (25) concurrent connections regardless of the identity of the users or applications. Program options may neither be purchased for nor used with the Small Business Edition.
- C. **Enterprise Edition. None.**
- V. **Free Download Components.** The Programs, including the Restricted Use Component, 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 Programs are identified at <http://www.sybase.com/thirdpartylegal> (third party

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VI. **Sybase IQ Options.**

A. Unstructured Data Analytics Option (“UDA Option”). If you purchase a license for the UDA Option, the license type and quantity of Cores you license must correspond to the license type and number of Cores for which Sybase IQ has been licensed. For example, if you purchase a license for ten (10) Cores of Sybase IQ Enterprise Edition, you must also purchase a license for ten (10) Cores of the UDA Option.

B. Advanced Security Option. If you purchase a license for the Advanced Security Option, the license type and quantity of Cores you license must correspond to the license type and number of Cores for which Sybase IQ has been licensed.

C. Multiplex Grid Option. If you purchase a license for the Multiplex Grid Option, you may deploy Sybase IQ in a multiplex grid environment in which your licensed Cores for Sybase IQ are located on multiple Servers that share storage inside the main database of Sybase IQ. You are licensed for one Server at no cost for the Multiplex Grid Option, but you must purchase additional Server Licenses for each Server on which the licensed Cores are located regardless of the number of Cores residing on each additional Server. Example: If you are running a four (4) Core Machine (or Machine partition) and two eight (8) Core Machines (or Machine partitions) and you want to use the Sybase IQ Enterprise Edition in a multiplex grid configuration, you must purchase a Core license for all twenty (20) Cores of the Enterprise Edition along with two (2) Multiplex Grid Option Server licenses for the additional two (2) Machines in the multiplex grid. In order to Use the Multiplex Grid Option in a development and testing environment, you must purchase a Development and Testing License which is available on a Server basis. This license type will appear as “OT” in the Order. All other conditions stated above will apply.

D. Very Large Database Option. The Very Large Database Option (“VLDB Option”) is licensed per terabyte of storage inside the main database of Sybase IQ. If you purchase a license for the VLDB Option, the Storage License must correspond to the amount of storage inside the main database of Sybase IQ, provided the license for the VLDB Option must, at a minimum, be licensed for a one (1) terabyte Storage License. You may only Use the range partitioning feature of Sybase IQ if you have purchased a license for the VLDB Option.

E. In-Database Analytics Option. If Sybase certified ISV/OEM functions built on the In-Database Analytics API are deployed by end users, there are no restrictions on the usage of this option. However, if end users wish to develop and deploy custom developed analytical functions on the In-Database Analytics Option API, then, these functions can only be deployed in the reader nodes (or query servers) in a Sybase IQ multiplex grid environment.

The license type and number of cores of Sybase IQ In-Database Analytics Option must correspond to the license type and number of cores in the server node for which the program (IQ Enterprise Edition) has been licensed. If a multiplex grid option license has also been purchased then, the number of cores of In-Database Analytics option may be licensed on select multiplex grid servers in the environment, but the number of cores of the In-Database Analytics option must correspond to the number of cores of the program (IQ Enterprise Edition) licensed.

VII. Sybase IQ Migration. The following terms shall apply to the migration from Sybase IQ version 12.7 (or earlier) to Sybase IQ version 15.1 (or later).

A. Definition Applicable to this Section VI

“Sybase IQ Installation” - An implementation of Sybase IQ in which CPU Licenses are purchased to enable a Sybase IQ server Machine(s) to access a unique Sybase IQ “main store” database which acts as the repository for data to be processed by the licensed Sybase IQ server Machine(s).

B. Multiplex Grid Environment

i. Multiplex Grid Option Licenses for Sybase IQ Installations

Migrated to Sybase IQ Version 15.1 (or later). You may migrate your Sybase IQ Installations from version 12.7 (or earlier) to Sybase IQ version 15.1 (or later) with an unlimited multiplex grid environment entitlement, where “multiplex grid environment” means a configuration in which your licensed Cores for Sybase IQ are located on multiple Servers that share storage inside the main database of Sybase IQ. Following migration, you will not be subject to Multiplex Grid Option license fees for any increase in the number of Sybase IQ server Machines used in a multiplex grid environment within a migrated Sybase IQ Installation.

ii. Multiplex Grid Option Licenses for New IQ Installations. Licenses purchased for new Sybase IQ Installations on Sybase IQ version 15.1 (or later) are subject to applicable Multiplex Grid Option license fees

C. Transfer of CPU Licenses to New Sybase IQ Installations. Following migration of existing Sybase IQ CPU Licenses from version 12.7 (or earlier) to Sybase IQ version 15 (or later), you may not transfer the migrated Sybase IQ CPU Licenses to a new Sybase IQ version 15 (or later) Installation. You may only transfer Sybase IQ CPU Licenses that are licensed in connection with a Sybase IQ version 15 or higher Installation that is subject to Multiplex Grid Option license fees.



PRODUCT SPECIFIC LICENSE TERMS

Sybase IQ Real Time Loading Solution ("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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program may contain or be provided with component software products from both Sybase 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. Additional licenses for Sybase components may be available from Sybase for a fee.

- I. **License Restrictions.** The Program is comprised of the Sybase products identified in the table below (the "Restricted Use Components"). You may install and use the Restricted Use Components solely to facilitate the loading of data into your separately licensed copies of Sybase IQ. You must purchase a separate license from Sybase in order to use the Restricted Use Components for any other purpose not specifically authorized above.

Restricted Use Components	Additional Restrictions
Adaptive Server Enterprise v15.0.2.	
Replication Server v15.0.1	
PowerDesigner DataArchitect v12.5	

All Updates and Upgrades to the Restricted Use Components shall be subject to the terms and conditions of this Product Specific License Terms document.

- II. **Program Pricing.** The Program is licensed on a CPU basis. The minimum Program Order is two (2) CPUs. You must purchase a quantity of CPUs equal to the total count of CPUs on any machine(s) that use(s) the Program's Replication Server and/or the Program's Adaptive Server Enterprise staging database.
- III. **Program Support.** The purchase of a support plan for the Program entitles you to support for the individual Restricted Use Components. However, Sybase is under no obligation to

provide support for the integrated solution resulting from the combined use of the Restricted Use Components.

- IV. **Program Services.** All Program licenses must be accompanied by the purchase of Sybase's standard Program service package offering.
- V. **Free Download Components.** The Program, including any Restricted Use Components provided with it, 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> (third party licenses and notices for Free Download Components included as part of the Restricted Use Components are identified under the names of those products). Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase 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 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.



PRODUCT SPECIFIC LICENSE TERMS

Sybase® Replication Serve®r v15.7.x and Advanced Services Option v15.7.x (“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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program 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. Additional licenses may be available from Sybase for a fee.

- I. **Restricted Use Components.** The Program contains or is provided with the Restricted Use Components identified below. You are licensed without further charge to Use only one (1) copy of each Restricted Use Component on one (1) Machine. You may Use the Restricted Use Components solely in conjunction with your use of the Program, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
SQL Anywhere v12.x	May only be used as a repository to store data generated by the Program
Software Developer’s Kit v15.7	May not be used to build software applications

Multi-Path Replication™ is available through Advanced Services Option and may only be Used with Replication Server v15.7.x or higher and Sybase Adaptive Server Enterprise (“ASE”) v15.7.x or higher (if ASE is used as the replication source (database) for the Program).

- II. **Server Requirements.** A minimum of two (2) Server Licenses must be purchased for the Program (i.e., one Server License for the Server that is the source of the data and one Server license for the Server that is the target of the data).
- III. **Seat Requirements.** If Sybase ASE is used as the replication source (database) and/or replication target (database) for the Program, the number of Seat licenses purchased for the Program must be equal to the number of Seat licenses purchased for copies of ASE that are

used with the Program. Where ASE is licensed by CPU or a non-ASE database(s) is used as the replication source (database) and/or replication target (database) for the Program, the number of Seat licenses purchased for the Program must be equal to the number of specific, identifiable, unique input/output devices that directly or indirectly access the database(s) (ASE or non-ASE) that is used with the Program.

- IV. **Free Download Components.** The Program, including any Restricted Use Components provided with it, 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> (third party licenses and notices for Free Download Components included as part of the Restricted Use Components are identified under the names of those products). Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase 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 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.



PRODUCT SPECIFIC LICENSE TERMS

SAP Sybase® SQL Anywhere

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 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 all SQL Anywhere components must be licensed for the same version of the Program. 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 Sybase and not any other functionality accessed by overriding the license management mechanism within the Program. Additional licenses may be available from Sybase for a fee.

1. **Additional Components/Sample Code.** The Program contains or is provided with the Additional Components identified below. You may use one (1) copy of each of the Additional Components on each licensed Seat solely in conjunction with your use of SQL Anywhere. You must use the Additional Components on either the server Machine on which the SQL Anywhere server components are installed or on the client Seats licensed to access the SQL Anywhere server. 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 Sybase code.

Additional Components
PowerDesigner Physical Data Model™

2. **Use of Programs.** Although the Program media may include versions of SQL Anywhere server and client components for several different operating systems, you may install only one such version for each licensed copy of SQL Anywhere. Each such copy of the SQL Anywhere DBMS multi-user server for a single operating system may be installed on a single Machine installation and use of the other components is as described below.

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 Program media includes different editions of SQL Anywhere Server licensed on a per-seat or per-CPU basis.

SQL Anywhere - Per-Seat Edition Licenses. Per-seat editions authorize you to install and Use SQL Anywhere Client Software, on up to the number of Seats licensed, to access the licensed SQL Anywhere Server. For example, if you purchase a 5-User Server Edition, you may access the SQL Anywhere Server components from up to five licensed Seats Using the SQL Anywhere Client Software. The SQL Anywhere Client Software and the SQL Anywhere Personal Server with Synchronization for a single operating system may be installed on each of those licensed Seats. You may add additional Seats or Users by purchasing additional Seat or User licenses for that Server. You may not combine Seats from different Server licenses to increase the number of Seats accessing a Server. You must use the foregoing programs on either the Machine on which the SQL Anywhere server is installed or on one (and only one) of the client Seats licensed to access the SQL Anywhere server. Synchronization for each of the licensed Seats described above may be implemented by using one, but only one, of the components MobiLink or SQL Remote. You may also install and use one (1) copy of the MobiLink Synchronization Server on a single Machine for purposes of synchronization with SQL Anywhere databases. You may also install UltraLite with Synchronization or, UltraLiteJ with Synchronization, or UltraLite for iPhone with Synchronization for additional Seats, equal to the number of licensed Seats, that are synchronized only to any of aforementioned licensed client Seats or to the SQL Anywhere Server, provided these copies of UltraLite with Synchronization, UltraLiteJ with Synchronization, or UltraLite for iPhone with Synchronization are Used only by the same Users as the licensed client Seats.

SQL Anywhere Server - Per-CPU Edition Licenses: A CPU License permits you to access the licensed SQL Anywhere Server from an unlimited number of Seats, and may include internal Users within the Customer's organization, and external Users outside of the Customers organization accessing the Program via the Internet ("Internet Users"), provided that (a) Internet Users may not Use the Program to develop or modify applications or perform other programming tasks, and may only Use the Program in conjunction with Customer's applications; (b) the server component of SQL Anywhere is installed on only one (1) Machine, running no more than 1 CPU; and (c) all of the Seats accessing the server component of SQL Anywhere are at all times connected via the network to the server and do not access the server via synchronization or other non-networked means. You may also install the SQL Anywhere Client Software on these networked Seats. Depending on the SQL Anywhere CPU Edition purchased, you may add additional CPUs or Machines to the CPU License by purchasing additional CPU or Machine licenses. As used in this Addendum, either a single or multi-core processor is considered a single CPU. You may not use the SQL Anywhere Personal Server, either on a standalone basis or with Synchronization, without the purchase of additional licenses. For SQL Anywhere only, this CPU License description supercedes any definition or terms of use for CPU licenses stated in the Software License Agreement, Exhibit A or Purchase Order.

Virtual Environments. When running software on a "virtual environment" such as when an operating system is emulated or otherwise when an operating system is not run directly on the physical hardware, the SQL Anywhere software must be licensed for each virtual environment it

is running on. Where SQL Anywhere is licensed on a per processor basis, a processor license is required for each processor accessed by each virtual environment.

Multiple Instances. Multiple instances of the SQL Anywhere Server software may be run in each licensed virtual environment and in each licensed physical environment.

3. **Restricted Use Components.** The Program may contain or be provided with the Restricted Use Components identified below (depending on the platform). You may Use the Restricted Use Components solely in conjunction with your use of the Program, and subject to any Additional Restrictions set forth below.

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.

High Availability Option: If you have purchased i) a SQL Anywhere edition that includes a license for the High Availability Option for SQL Anywhere (for example, SQL Anywhere 5-User Standard Edition), or ii) an add-on license for High Availability Option for SQL Anywhere, 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 production purposes while the primary server is available for use, without the purchase of an additional database server license.

Read-Only Scale-out Option: If you have purchased i) a SQL Anywhere edition that includes a license for the Read-Only Scale-out Option for SQL Anywhere (for example, SQL Anywhere 1-CPU Advanced Edition), or ii) an add-on license for Read-Only Scale-out Option for SQL Anywhere, you may install the licensed SQL Anywhere server on a single Machine for Use as i) a primary database server or ii) a readonly copy node of a separately licensed primary database server.

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.

UltraLite Deployment: You may deploy an unlimited number of applications incorporating the UltraLite database provided each such application or copy thereof is for Use inside Customer's organization by a single User and provided neither the application nor any data is synchronized to or from an application, database management system or similar product running on a separate device. For UltraLiteJ, UltraLite for iPhone, and for deployments outside of Customer's organization or for synchronization of such applications to an application, database management system or similar product on a separate device, Customer is required to acquire an additional license.

MobiLink Synchronization Server: You may reproduce and use copies of the MobiLink Synchronization Server to synchronize between either (1) SQL Anywhere or (2) UltraLite, UltraLiteJ, or UltraLite for iPhone databases and other applications or database management systems provided you have purchased synchronization licenses that permit access to the MobiLink Synchronization Server for all SQL Anywhere, UltraLite, UltraLiteJ, or UltraLite for iPhone databases being synchronized. You may use the MobiLink Synchronization Server to synchronize UltraLite licenses granted as part of the Sybase SQL Anywhere Web Edition to a licensed SQL Anywhere Server. You may not synchronize UltraLite licenses granted as part of the Sybase SQL Anywhere Web Edition to any third party database (except as permitted by the Sybase SQL Anywhere Web Edition license) without purchasing applicable synchronization licenses, available separately.

MobiLink High Availability Option: The use of multiple MobiLink servers connecting to the same backend database or application and used to synchronize the same set of SQL Anywhere, UltraLite, UltraLiteJ or UltraLite for iPhone 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.

Sybase Relay Server: The Sybase Relay Server included in the Sybase SQL Anywhere package is for use with the MobiLink Synchronization Server or SQL Anywhere Server only.

SQL Anywhere Monitor: The Program includes a version of the SQL Anywhere Monitor for internal evaluation, development and testing only. This version cannot be used to monitor SQL Anywhere Servers, MobiLink servers or Sybase Relay Servers in a production environment. The Program also includes a version of the SQL Anywhere Monitor which can be used to monitor SQL Anywhere Servers, MobiLink servers or Sybase Relay Servers in a production environment only if i) you have purchased an edition that includes a license for SQL Anywhere Monitor (for example, SQL Anywhere 1 CPU Standard Edition); or ii) you have purchased an add-on license for this product.

SQL Anywhere In-Memory Mode Option: For SQL Anywhere databases, you may install and Use the InMemory Mode Option only if you have purchased i) a SQL Anywhere edition that includes a license for it (for example, SQL Anywhere 25 User Advanced Edition), or ii) an add-on license for it.

Security Options: An RSA Security component may be included as a standard feature of SQL Anywhere (depending on the platform). Additional security components that are available as options for SQL Anywhere are included with the Program, but you may install and Use one of

them only if you have purchased i) a SQL Anywhere edition that includes a license for it, or ii) an add-on license for it. When such a license has been purchased, then that specific Security Option may be used only in conjunction with SQL Anywhere. Purchase of a Seat license for a Security Option authorizes you to use that specific Security Option on the number of servers and Seats licensed. Purchase of a CPU License (designated CP) for a Security Option authorizes you to Use that specific Security Option on the servers and Seats licensed under a SQL Anywhere CPU License. You are advised that these Security Options 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.

SQL Anywhere Platforms; Operation of User Tools. For certain computing platforms, such as Unix, only certain core components of SQL Anywhere are available. For each copy of SQL Anywhere licensed on a platform(s) where certain user tools are not available, you are licensed to run such user tools (e.g., Sybase Central, PowerDesigner Physical Data Model) on one Intel (or compatible) Machine running Windows. You are not authorized to run the SQL Anywhere database server on this Intel Machine.

4. **Election to Use Prior Version of SQL Anywhere Components.** Customers who have previously purchased an earlier version of SQL Anywhere (formerly known as “SQL Anywhere Studio”) may elect to install and use a prior version of any of the components licensed by you with SQL Anywhere 16 instead of using the version included with SQL Anywhere 16. Users or seats licensed for SQL Anywhere 16 may likewise access an earlier version of the same components licensed for use with SQL Anywhere 16 instead of using SQL Anywhere 16. This election is granted on condition that you have purchased licenses for the SQL Anywhere 16 version for each such earlier licensed component used and that you remove such earlier version and install the SQL Anywhere 16 version within a reasonable time. Your use of such earlier version shall be governed by this license, and your rights to use such earlier version shall terminate when you install and/or use the SQL Anywhere 16 version.

This election is subject to the following conditions:

- a. Use of the earlier versions is a substitute for use of the SQL Anywhere version 16 components and does not authorize the Use of additional components, Seats or Users;
- b. Copies of any software necessary to use the earlier version must be made by the Customer from previously licensed software. Sybase has no obligation to provide copies of earlier versions of the software for the purpose of this election.
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