

LICENSE AGREEMENT

EMEA-General

IMPORTANT NOTICE: Read this License Agreement (“Agreement”) carefully before using the enclosed Program. You may Use the Program acquired in The Netherlands 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.** By installing or using the Program in any way, You acknowledge that You have read, understand and agree to the terms of this Agreement. If You do not agree with these terms, promptly return the Program and package (and all other product contents, including Documentation) with Your receipt or other proof of purchase to the entity from which You obtained this product within 30 days and request a refund. **THIS IS A LICENSE AND NOT A SALE.**

CLICK THE “I AGREE” BUTTON IF YOU WISH TO INSTALL THE PROGRAM.

If You, Your company, or Your public agency have signed a written software license agreement with Sybase Europe B.V. (“Sybase”), Sybase, Inc., or its subsidiary or authorized reseller, covering the Use of the enclosed Program, the terms of the signed 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. Sybase grants to You a non-exclusive, nontransferable, perpetual license to Use the Program at the location specified on the Order. The Program shall be subject to the applicable usage limitations based on the type of license purchased, as indicated in the Order. You may Use the Program (and accompanying Documentation) solely for Your internal business purposes by Your employees, agents and contractors and on the operating systems specified in the Order, unless otherwise permitted by the type of license purchased. If the type of license is not indicated in the Order, each copy shall be licensed for a single Seat on a single Machine. Neither the Program nor this Agreement may 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 then-applicable fees in accordance with Sybase’s standard policies. Program may be transferred to another Machine, site or Operating System Software only upon written notice and subject to Sybase’s transfer policies and fees then in effect. If multiplexing hardware or software (e.g. a TP monitor or application server product) is used, the number of Seats or Concurrent Users shall include all inputs to the multiplexing front end. Any and all rights and licenses in and to the Program not expressly granted herein are reserved by Sybase.

3. ADDITIONAL RIGHTS AND RESTRICTIONS. THERE MAY BE ADDITIONAL RIGHTS AND RESTRICTIONS SET FORTH IN SUPPLEMENTS OR “PRODUCT SPECIFIC LICENSE TERMS” ON CARDS OR COMPACT DISKS ACCOMPANYING THE SOFTWARE, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT. You agree that such Product Specific License Terms or Supplements may be composed and shall be enforceable in the English language. The Product Specific License Terms may grant You the right to distribute “**Distributable Components.**” In the event You distribute Distributable Components to third parties, You agree to indemnify, hold harmless and defend Sybase, its affiliates and suppliers from and against any third party claims, including court costs and reasonable fees of attorneys and expert witnesses, arising from the Use or distribution of Your software that includes or contains the Distributable Components. You shall include Sybase’s copyright notice (and the copyright notices of Sybase’s suppliers if required by the Documentation) on all copies of the Distributable Components.

4. THIRD PARTY PRODUCTS. Third party products that are supplied by Sybase separately or together with the Program and are accompanied by a license agreement from the supplier are provided subject to such supplier license agreement and 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 4 and Section 13 shall apply. **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 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.

5. COPY AND OTHER RESTRICTIONS. You may not copy the Program except (a) to make a reasonable number of copies of each Program exclusively for inactive backup or archival purposes, and (b) to make the number of Secondary Copies indicated in the 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 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(s), Seat(s), Concurrent User(s), and/or CPUs, as applicable, and the Program may not be unbundled for Use on different or additional Machine(s), Seat(s), Concurrent User(s) or CPUs. You may not Use the Program for timesharing, 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, 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 for Your benefit, however, You remain subject

to all of the provisions of this Agreement and shall be liable for Your Outsourcer's compliance with the provisions of this Agreement. You shall not remove any copyright notices or other proprietary notices from the Program, and You must reproduce such notices on all copies or extracts 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. Upon reasonable notice to You, Sybase may audit the number of copies of the Program licensed by You and Your Use of the Program.

6. COPYRIGHT AND OWNERSHIP. All of the copyright and intellectual property rights in the Program, Documentation and all copies thereof are owned by Sybase, or its subsidiaries or their respective suppliers and are protected by copyright and/or trade secret laws and international treaty provisions. You acquire only the non-exclusive, non-transferable right to Use the Program as permitted herein, and do not acquire any rights of ownership in the Program.

7. SUPPORT. This Agreement does not entitle You to any Support service or Updates. Updates must be separately licensed unless You have purchased a Support plan that entitles You to Updates. Updates shall, upon installation, replace earlier versions and shall be governed by this Agreement. Updates may be subject to new or different Product Specific License Terms due to new or different software content in later versions of the Program. You may purchase Support at the rates described in Sybase's then current price list for as long as Sybase offers Support for the Program. If You purchase a Support plan, Sybase will provide You with the level of Support service corresponding to the fees paid in accordance with Sybase's then current Support plan descriptions. Sybase shall have no obligation to provide Support services with respect to: (i) any Program Used on any computer system other than the specified Machine and operating system; or (ii) any version of the Program modified by persons other than Sybase. Sybase reserves the right to make corrections only to the most current generally available version of the Program. Provided that You are then subscribing to a Support plan which entitles You to Updates and are current in Your payment of Support fees, You may transfer a Program to a different Machine or operating system subject to Sybase then current transfer policies and payment of all applicable fees, as specified in Sybase's then current price list.

8. U.S. GOVERNMENT RESTRICTED RIGHTS. The Program is Commercial Computer Software. If this license is acquired under a U.S. Government contract, use, duplication and disclosure of the Program and Documentation by the U.S. Government is subject to restrictions set forth in this Agreement, which incorporates all applicable FAR provisions, for example FAR Section 52.227-19. Sybase reserves all unpublished rights under United States copyright laws.

9. 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 protecting such Confidential Information in a manner consistent with this Agreement. Except with respect to the Program, items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with Sybase; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by You without access to the Confidential Information; or (iv) if 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. You shall not release the results of any benchmark of the Program to any third party without the prior written approval of Sybase for each such release.

10. **FEES.** License and Support fees for the Program are due and payable to Sybase Net 30 days after the invoice date if You have acquired the Program directly from Sybase; otherwise such fees are due and payable in accordance with the reseller's policies. You shall pay all applicable shipping and handling charges, and sales, use, value added, personal property, or similar taxes, tariffs or governmental charges, exclusive of those based upon Sybase's or its reseller's income and corporate franchise taxes.

11. **TERM.** This license is effective until terminated. You may terminate it at any time by destroying the Program 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 and Documentation.

12. **LIMITED WARRANTY.** Unless otherwise specified in the Documentation, for a period of 90 days from the date of shipment of the Program to You (or where the minimum mandatory warranty period under applicable law is longer than 90 days, such minimum mandatory period), Sybase warrants that the Program, when properly Used, will operate in material conformity with its 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 paid for the affected Program. Sybase warranties extend solely to You, the original licensee.

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. 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.

13. INFRINGEMENT INDEMNITY. Sybase, at its own expense, agrees to (i) defend, or at its option settle, any claim or suit against You on the basis of infringement of any copyright, trade secret or United States patent ("Intellectual Property Rights") by Your Use of the Program, and (ii) pay any final judgment entered against You on such issue or any settlement thereof, provided (a) You give Sybase sole control of the defense and/or settlement; (b) You notify Sybase promptly in writing of each such claim or suit and give Sybase all information known to You relating thereto, and (c) You cooperate with Sybase in the settlement and/or defense. (You will be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Sybase.) If all or any part of the Program is, or in the opinion of Sybase may become, the subject of any claim or suit for infringement of any Intellectual Property Rights, or in the event of any adjudication that the Program or any part thereof does infringe, or if Your Use of the Program or any part thereof is enjoined, Sybase, at its expense, may either: (1) procure for You the right to Use the Program or the affected part thereof; (2) replace the Program or affected part; (3) modify the Program or affected part to make it non-infringing; or (4) if none of the foregoing remedies are commercially and reasonably feasible, refund the license fees You paid for the Program or the affected part thereof. Sybase shall have no obligation to the extent a claim is based upon (A) Use of any version of the Program other than a current, unaltered version, if infringement would have been avoided by a current, unaltered version; (B) combination, operation or Use of the Program with software and/or hardware not delivered by Sybase if such infringement could have been avoided by not combining, operating or using of the Program with such software and/or hardware, or (C) any modifications to the Program which were not made by Sybase. The above states the entire liability of Sybase, and Your exclusive remedy, with respect to any infringement or alleged infringement by the Program or any part thereof.

14. LIMITATION ON LIABILITY. LICENSORS OF SOFTWARE COMPONENTS WHICH ARE INCLUDED IN SYBASE PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES. NEITHER SYBASE, ITS SUBSIDIARIES, NOR ANY OF ITS COMPONENT LICENSORS SHALL 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. SYBASE'S AND ITS SUBSIDIARIES' TOTAL LIABILITY, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING RESTRICTIONS, DISCLAIMERS AND LIMITATIONS SHALL REMAIN IN FORCE EVEN IN THE EVENT OF A FUNDAMENTAL BREACH

BY SYBASE OR A BREACH BY SYBASE OF A CONDITION OR FUNDAMENTAL TERM HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. HIGH RISK ACTIVITIES. The Program and Third Party Products are not fault-tolerant and are not designed, manufactured or intended for use or resale in the on-line control of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Program could lead directly to death, personal injury, or severe physical or environmental damage, and Sybase and its suppliers specifically disclaim any express or implied warranty of fitness for such purposes.

16. FORCE MAJEURE. 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, strikes, embargo, acts of civil or military authority, unavailability of communications facilities or energy sources, or any other cause which is beyond the reasonable control of Sybase.

17. GENERAL. This Agreement constitutes the complete agreement between the parties with respect to the Program and services and supersedes all previous and contemporaneous communications, representations, or agreements regarding the subject matter hereof. This Agreement is governed by the laws of The Netherlands (other than conflict of law provisions). It shall not be governed by the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded. The terms of this Agreement supersede the terms of any purchase order or other document issued or signed by You to authorize Your license of the Program, except that a purchase order shall be binding as to the identification of Program and services ordered, the type of license purchased, the fees due and the site for installation or performance of services, as set forth therein. Other terms and preprinted terms on or attached to any purchase order shall be void. If any provision of this Agreement is held to be unenforceable, such provision shall be limited, modified or severed, as necessary, to eliminate its unenforceability, and all other provisions shall remain unaffected. The failure or delay of either party to exercise any of its rights shall not be deemed a waiver of such rights, and no waiver of any breach of this Agreement shall constitute a waiver of any other breach. If You have any questions concerning this Agreement, write to Sybase Europe B.V., Attn: Legal Department, Planetenbaan 25, 3606 AK Maarsse, The Netherlands.

18. ABBREVIATIONS AND DEFINITIONS.

“A” in the column entitled “Platform/OS” of an “Exhibit A” – denotes a Program edition licensed for installation on Machines operating on any available operating system or platform.

"Agreement" - This License Agreement, together with any applicable Supplements and Product Specific License Terms accompanying the Program, each Purchase Order and each "Exhibit A", if any.

"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. A Platform License ("PL") may also be required.

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

"Cold Standby" - A Cold Standby Program shall be limited to the Machine running the operating system shown on the Order, at a site shown on the Order. A Cold Standby Program is a copy of a Program that is deployed on a separate Machine as a backup to process data that is periodically updated from data residing on Customer's primary production Machine. In the event of a failure of the production copy or production Machine, the Cold Standby Program may be Used to access and process such updated data. A Cold Standby Program may not be accessed or Used in production at the same time as the primary production copy. The Cold Standby Program must be licensed for the same number of Servers, Seats, Concurrent Users, Connections, or CPUs, as applicable, as the production copy. Programs for which a Cold Standby License is available will be specified in the then current Price List.

"Concurrent User License" or "CU". The limited right for a maximum number of users, as indicated in the applicable Order, to directly or indirectly access a single server copy of a Program at any one time. Under the Concurrent User license model, each Concurrent User may only access a single, identifiable licensed server.

"Connection" or "CN" – The Program may only be connected to the number of applications and/or databases equal to the number of connections set forth in the applicable Order.

"CPU Fee" or "IC" - The license fee payable by Customer for each copy of the Program shall be determined by multiplying the number of processors ("CPUs") by the applicable rate, each as specified on the Order. In the event that the number of processors on the Machine is increased, Customer shall report such increase, execute a new Order and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List.

"CPU License", or "CP" - The license fee payable by Customer for each copy of the Program shall be determined by multiplying the total number of processors on a Machine ("CPUs") by the applicable rate each as specified on the Order. In the event that the number of processors on the Machine is increased, Customer shall report such increase, execute a new Order, and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List. The number of users shall be limited only by the capacity of the licensed CPUs, and may include internal users within the Customer's organization, and external users 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.

“Developer License” or “DV” - The limited right to Use the Program on a Standalone Seat for the sole purposes of evaluation and development and not in a production environment.

“Development and Testing License” or “DT” – The limited right to Use the Program for development and testing purposes only and not in a production environment. Customer may install as many copies of the Program as desired on a single Server. A DT license is not limited to a Standalone Seat

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

“E” in the column entitled “Platform/OS” of an “Exhibit A” - denotes a Program edition licensed for installation on Machines operating in a UNIX environment other than those specified as **“W”** (Workplace) or **“S”** (High End UNIX).

“Exhibit A” - a standard form purchase authorizing document made available by Sybase which may be substituted for a Purchase Order.

“Hot Standby” – A Hot Standby license permits a copy of a Program to be loaded onto one or more Machines in a cluster environment where monitoring for a failure of the production copy of the Program occurs automatically and continuously and failover to the Hot Standby Program is automatic. A Hot Standby Program may not be accessed or Used in production at the same time as the primary production copy. The Hot Standby Program must be licensed for the same number of Servers, Seats, Concurrent Users, Connections, or CPUs, as applicable, as the production copy. Programs for which a Hot Standby License is available will be specified in the then current Price List.

“Internet Access License” or “IAL” – a limited right to permit access to a licensed Program by a number of “External Internet Seats” which shall be limited only by the capacity of the Machine, provided Customer has paid the applicable CPU fees for each processor on such Machine. "External Internet Seats" shall mean Seats which access the specified Program via the Internet; provided that the person at such Seat is not acting in the capacity of an employee, agent or independent contractor of Customer. External Internet Seats may query the Program database and update such database to the extent allowed by Customer's application, but may not use the Program to develop or modify applications or perform other programming tasks. Customer may not Use the specified Program in connection with a website hosted by Customer on behalf of third parties. An Internet Access License does not cover intranet usage or other internal usage and Customer must acquire the necessary Seat licenses for all internal usage of the Program. If Customer purchases (or renews) Support for a Program for which an Internet Access License has been obtained, Customer shall purchase the same level of Support for the Internet Access License as for such Program.

"Machine" – A single computer hardware system identified on the applicable Order running a single copy of the Operating System Software.

“Mainframe Base” or “MB” – The basic license fee applicable for certain mainframe Programs based upon the mainframe Machine model set forth in the applicable Order. For each copy of a Program designated as license type MB, Customer shall also pay the applicable MSU License fee based upon the then current MSU rating of the mainframe Machine. See also “MSU (Millions of Service Units) License”.

"Major Release" - A major Update release of the Programs containing new features and functions as well as error corrections.

“MSU (Millions of Service Units) License” or “MU” – The license fee payable by Customer for each copy of the Program shall be determined by multiplying the number of MSUs for the Machine by the applicable rate and adding the applicable Mainframe Base rate thereto, all as specified in the applicable Order. In the event that the number of MSUs for the Machine is increased, Customer shall report such increase, execute a new Order, and pay an additional amount determined by multiplying the incremental number of MSUs by the then applicable MSU rate for the Program and adding any incremental base rate fee thereto, all as set forth in the Price List. The number of users shall be limited only by the capacity of the licensed MSUs, 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”). 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.

"Operating System Software" - The operating system software listed in the Order applicable to the relevant copy of the Program.

“Order” – a Purchase Order or Sybase “Exhibit A” signed by Customer and accepted by Sybase.

“OT” - denotes “other”, for products or services included on an Order which are not otherwise defined.

“Networked License” – The limited right to access any licensed server in the network from any licensed Seat.

“Platform License” or “PL” – 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.

"Price List" - Sybase’s then current price list for the country in which the Program is to be installed.

"Primary Copy" - a licensed copy of the Program provided by Sybase, including a copy provided initially as a trial copy.

"Program" - the object code version of the software product(s) listed in the Order, as well as any and all Updates and authorized copies. Although the Program media may contain other software products, Customer is licensed to install and Use only the designated Program.

"Purchase Order" - a purchase order or other purchase authorizing document issued by Customer for Sybase products and/or services and accepted by Sybase, as confirmed by a Sybase invoice.

“Quantity of Licenses” – the number of copies, Servers, Seats, Concurrent Users, Connections or CPUs, as applicable, licensed for a particular Program pursuant to an Order.

“S” in the column entitled “Platform/OS” of an “Exhibit A” - denotes a Program edition licensed for installation on high end, high capacity Machines and/or Machines which are scalable over multiple processors, operating in a UNIX environment with more than 8 processors

"Seat", or “ST” - a specific identifiable unique accessor of information such as (but not limited to) a terminal, personal computer, single user workstation, personal digital assistant (“PDA”), wireless or real time device.

"Secondary Copy" - a licensed copy of the Program reproduced by Customer from the Primary Copy.

"Server" or "SR" – a computer containing software which permits it to await and fulfill services to other computers.

"Standalone Seat" or "SS" – The limited right to install the Program on a single workstation Machine (and not a server Machine) for access solely by the single workstation Machine upon which it resides.

"Standby Concurrent User", or "SC" – Permits installation of a back up copy of a Program licensed under a Concurrent User License.

"Standby Connection" or "NS" – Permits installation of a back up copy of a Program licensed under a Connection License.

"Standby CPU" or "SF" – Permits installation of a back up copy of a Program licensed under a CPU License, either "CP" or "IC". See "CPU License" and "Incremental CPU".

"Standby Seat" or "SE" – Permits installation of a back up copy of a Program licensed under a Networked License.

"Standby Server" or "SV" - Permits a copy of a Program to be installed as a back up in the event of an interruption in the operation of a production copy of the same Program. See further, "Cold Standby", "Warm Standby" and "Hot Standby".

"Support" - The technical Support plan selected by Customer.

"Transactions" means the number of inbound messages plus the number of outbound messages processed.

"Updates" means error corrections, maintenance releases and Major Releases of the Program made available to Sybase customers under certain Sybase Support plans.

"Upgrade" means (i) transfer of the Program to a Machine of a higher Sybase Machine Class, i.e. transfer to a Machine that provides greater processing capacity, or (ii) Customer migration from one edition of a Program to another edition with increased functionality, e.g. from Advanced Edition to Enterprise Edition.

"Use" - to load, view, print, update, access, utilize, or store the Program or any information on the Program.

"W" in the column entitled "Platform/OS" of an "Exhibit A" - denotes **"Workplace"** and indicates a Program edition licensed for installation on low end Machines operating in a UNIX environment which have a maximum Machine processing capacity (determined by multiplying the maximum number of CPUs by the maximum MHz of each CPU capable of being installed on the server per the manufacturer, regardless of the actual number of CPUs installed or the actual MHz of the installed CPUs) which is equal to or less than 2000, and Machines operating in a Windows or Linux environment.

"Warm Standby" - A Warm Standby Program shall be limited to the Machine running the operating system shown on the Order, at a site shown on the Order. A Warm Standby Program is an operating copy of a Program deployed on a separate Machine as a backup to process data that is automatically and continuously being replicated from Customer's primary production Machine. A Warm Standby Program may not be accessed or Used in production at the same time as the primary production copy. In the event of a failure of the production copy or production Machine, the Warm Standby Program may be Used to access such replicated data. The Warm Standby Program must be licensed for the same number of Servers, Seats, Concurrent Users, Connections or CPUs, as applicable, as the production copy. Programs for which a

Warm Standby License is available will be specified in the then current Price List.