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Java Standard Edition Runtime Environment

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JavaBeans Activation Framework Specification

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JavaMail API

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Oracle JDBC

ORACLE TECHNOLOGY NETWORK

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#NAME?

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Last updated: 03/09/05

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Sybase JDBC

Open Client™/jConnect™ Addendum

To Independent Software Vendor Agreement

This Addendum ("Addendum") is made as of the day   of   to that certain Independent Software Vendor (ISV) Agreement ("Agreement") between Sybase, Inc. or Sybase Canada Limited ("Sybase") and   ("Partner"). The purpose of this Addendum is to grant Partner the rights to distribute the Sybase proprietary software program (the "Program" as defined below) with Partner software that operates with Sybase's Adaptive Server product lines. Capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Agreement.

1.   DEFINITIONS

"Program" shall mean the object code Open Client and/or jConnect software program(s) listed in **Schedule I** for the operating environment(s) listed in Schedule 1 together with any updates thereto provided by Sybase to Partner hereunder.

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2.3   **Sublicensing Requirements.** The Program shall be sublicensed by Partner to End Users pursuant to a written license agreement between Partner or its distributor and the End User; including in substance all of the minimum terms and conditions set forth in

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2.4 **Support and Training.** The Programs are provided by Sybase to Partner "AS IS" as set forth in the Agreement. Sybase shall have no obligation to provide Partner or its Distributors or End Users with any technical support, training or other services with respect to copies of the Program distributed by Partner under this Agreement. Partner shall be solely responsible for providing all support and warranty services to Partner's distributors and End users.

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2.6   **Export.** Partners agree to fully comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Program or any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

3.   **PUBLICITY**

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4.   **TERM AND TERMINATION**

The rights granted under this Addendum shall become effective on the date set forth at the top of the first page of this Addendum and shall remain in effect until terminated as provided below. This Agreement may be terminated as follows: (a) immediately upon the expiration or termination of the Agreement; or (b) at any time by Sybase upon at least 30 days written notice to Partner; or (c) immediately by Sybase in the event of any breach by Partner of the terms and conditions of this Addendum or the Agreement. All sublicenses of the Program properly granted by Partner to End-Users prior to termination in accordance with this Addendum shall continue in effect until the termination of the End User license agreement. Except in the event of termination as a result of default by Partner, Sybase agrees that Partner may continue to distribute the then current version of the Program for a period not to exceed 90 days following the termination. Upon request by Sybase following termination of this Agreement, Partner shall certify in writing to Sybase that all copies (in any form or media) of the Program, whether or not modified or incorporated into other materials, have been destroyed or returned to Sybase. Section 5 of this Addendum shall survive termination of the Agreement or this Addendum.

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In addition to the indemnification set forth in Section 9 of the Agreement, Partner agrees to indemnify Sybase and to hold Sybase harmless from all costs, loss, liability and expense (including court costs, disbursements, and reasonable fees of attorneys and expert witnesses) incurred as a result of Partner's or its distributors' failure to include any of the terms and conditions set forth in **Schedule I**I in its license agreement with any End-User.

Sybase, Inc. (or Sybase Canada Limited)   Partner:

_____   _____

By   By

_____   _____

(Authorized Signatory)   (Authorized Signatory)

Name   Name

_____   _____

Title   Title

_____   _____

Date   Date

_____   _____

Schedule I

Programs

Programs shall include the following Sybase Open Client and/or jConnect programs:

Programs   Operating Environments

_____   _____

_____   _____

_____   _____

_____   _____

Partner Application:

_____   _____

Schedule II

MANDATORY TERMS OF END USER LICENSES

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(4)	The licensee agrees not to translate, localize or modify any portion of the Programs or to reverse assemble, decompile or otherwise attempt to derive source code from the Programs (except to the extent permitted by mandatory applicable law).

(5)	The licensee agrees to comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Program or any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production. This provision shall survive the expiration or termination of the sublicense agreement between Partner and its End User. If any Program license is provided to U.S. government licensee use, duplication or disclosure of the software and documentation by the U.S. Government shall be provided subject to terms and conditions consistent with these Mandatory Terms and any applicable FAR provisions, for example, FAR 52.227-19.

(6)	Partner's licensors (including Sybase) shall not be liable to the licensee for any general, special, direct, indirect, consequential, incidental or other damages arising out of or related to the Programs.

(7)   Upon termination of the license for the Partner Application that includes or is distributed in conjunction with the Programs, the licensee shall return to Partner all copies of the Programs, or certify to Partner that the licensee has destroyed all such copies.

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