



PRODUCT SPECIFIC LICENSE TERMS

Sybase® RAP V5.0.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 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. The terms of this PSLT govern the Sybase components provided with the Program, notwithstanding any other Sybase license documentation that may accompany those components, including, but not limited to, any Product Specific License Terms that may accompany the Sybase components. Additional licenses for Sybase components may be available from Sybase for a fee.

I. Additional Definitions

A. “RAPCache” – means the Sybase Adaptive Server Enterprise Restricted Use Component licensed as part of the Program (please see “Sybase Restricted Use Components” below). The Sybase Adaptive Server Enterprise Restricted Use Component is comprised of Sybase Adaptive Server Enterprise – Enterprise Edition.

B. “RAPStore” – means the Sybase IQ Restricted Use Component licensed as part of the Program (please see “Sybase Restricted Use Components” below). The Sybase IQ Restricted Use Component is comprised of Sybase IQ Enterprise Edition.

C. “RAPStore Installation” – means an implementation of RAPStore in which one or more RAPStore server Machines access a unique RAPStore main database which acts as the repository for data to be processed.

D. “RAP Multiplex Option” – is a licensable option available for the Program.

E. “OT” License Type – For purposes of the RAP Multiplex Option each “OT” license type on the Order shall entitle the Customer to Use RAPStore on one (1) Machine for internal development and testing purposes in a non-production environment.

II. 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.

III. Sybase Restricted Use Components. The Program contains or is provided with the Restricted Use Components identified below.

Restricted Use Components
Sybase IQ v15.4 ESD 1 (also referred to in this PSLT as “RAPStore”)
Adaptive Server Enterprise v15.7 (also referred to in this PSLT as “RAPCache”)
Sybase Event Stream Processor v5.1

IV. License Requirements for Restricted Use Components.

A. Use of RAPCache.

1. Core Licenses. Included with your Program license is the right to Use RAPCache on any number of Machines, provided that the total number of Cores on those Machines does not exceed the number of Core licenses purchased for the Program.

2. Additional RAPCache Use Rights. Your Program license includes the following additional rights to Use RAPCache:

a. ASE In-Memory Databases Option. You are licensed without further charge to Use the ASE In-Memory Databases Option on all licensed RAPCache Cores.

b. ASE Partitions Option. You are licensed without further charge to Use the ASE Partitions Option on all licensed RAPCache Cores.

B. Use of RAPStore.

1. Core License Requirements. The total number of Cores contained in the Machines on which RAPStore is installed may not exceed the total number of Core licenses purchased for (i) the Program and (ii) the RAP Multiplex Option.

2. Server License Requirements. Your Program license includes the right to Use RAPStore on up to two (2) Machines per RAPStore Installation. In order to Use RAPStore on more than two (2) Machines that are part of the same RAPStore Installation, you must purchase a Server License of the RAP Multiplex Option for each additional Machine.

3. Additional RAPStore Use Rights. Your Program license includes the following additional rights to Use RAPStore:

a. Sybase IQ In-Database Analytics Option. You are licensed without further charge to Use the Sybase IQ In-Database Analytics Option on all licensed RAPStore Cores.

b. Very Large Database Management Option (“VLDB Option”). You are licensed without further charge to Use RAPStore with the "VLDB Option" for up to five (5) terabytes of storage. You must purchase a Sybase IQ VLDB Option storage license to use the “VLDB Option” with RAPStore databases for each additional terabyte of storage.

C. Use of Event Stream Processor.

1. Core License Requirements. Your Program license includes the right to Use the Sybase Event Stream Processor Restricted Use Component on any number of Machines, provided that the total number of Cores on those Machines does not exceed the number of Core licenses purchased for the Program.

V. Terms Applicable to customers of RAP – The Trading Edition version 2.0.x (or earlier), Risk Analytics Platform version 3.x (or earlier), RAP -- The Trading Edition Standard (Legacy) version 4.1.x (or earlier) or RAP -- The Trading Edition Enterprise (Legacy) version 4.1.x (or earlier) (collectively, the “RAP Products with Unlimited Multiplex Server Entitlement”). You may migrate licenses for RAP Products with Unlimited Multiplex Server Entitlement to the RAP 5.0 Program licenses. The terms of this PSLT shall apply to your migrated licenses for the RAP 5.0 Program, with the following modifications:

Section IV.B.2 ("Server Licenses") shall be replaced with the following: "Your Program license includes the right to Use RAPStore on any number of RAPStore Machines within migrated RAPStore Installations."

VI. Terms Applicable to customers of RAP - The Trading Edition Enterprise and RAP -- The Trading Edition Enterprise (Legacy) version 4.1.x (or earlier) (collectively, the "RAP Products with Unlimited VLDB Entitlement"). You may migrate your licenses for RAP Products with Unlimited VLDB Entitlement to the RAP 5.0 Program. The terms of this PSLT shall apply to your migrated licenses for the RAP 5.0 Program, with the following modifications:

Section IV.B.3.b "Very Large Database Management Option" shall be replaced with the following: "You are licensed without further charge to Use RAPStore with the "VLDB Option" for unlimited storage within migrated RAPStore Installations."

VII. IMSL Libraries Not Included. The Program does not include IMSL C Stat and C Math libraries ("IMSL Libraries"). Any references in the documentation to such libraries and to the Sybase IQ SQL functions for time series forecasting and analysis do not apply to the Program.

VIII. Sybase Developer Component(s). The Program contains or is provided with the Developer Component(s) identified below. You may Use the Development Component(s) solely in conjunction with your Use of the Program.

Developer Components	License Terms
PowerDesigner DataArchitect Enterprise 16.1	A one (1) Server Floating License per Order to be used solely for internal development purposes.

IX. 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.

X. Sample Code. You may Use internally and modify the source code versions of those portions of this Program provided as sample code (e.g., code examples, sample applications and other such materials identified in the documentation), if any. Such source code versions may not be distributed to third parties. No implied license is granted in any copyright or patent rights of Sybase and its suppliers.