



## PRODUCT SPECIFIC LICENSE TERMS

### Sybase® Replication Server® - Real Time Loading Edition 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. Use Limitations.** The Program may be used for the sole purpose of loading data into the Sybase IQ software product.

**II. Minimum CPU License Requirement.** The number of CPU Licenses that You purchase for the Program must correspond to the number of CPUs that reside on the Machine(s) with which the Program is Used, provided that You must purchase a minimum of two (2) CPU Licenses per Machine with which the Program is Used. The minimum CPU license requirement shall also apply to use of the Program in a sub-capacity environment.

**III. Sybase Restricted Use Components.** The Program contains or is provided with the Restricted Use Components identified below. You are permitted 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
Replication Agent™ v15.7.1	May only be used to replicate data from an applicable database platform to the Program
Advanced Services Option	May only be used with the Program

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

#### IV. Replication Agent.

A. You may Use Replication Agent on an unlimited number of Machines and CPUs, provided it may only be used in conjunction with your licensed Use of the Program.

B. You must purchase a separate license for Replication Agent if you wish to use Replication Agent on Operating System Software other than the Operating System Software for which the Program is licensed.

C. Replication Agent is not provided with copies of the Program that are designed for use on the following Operating System Software: Linux on POWER.

**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.