



PRODUCT SPECIFIC LICENSE TERMS

Sybase® RAP – The Trading Edition R3 (“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.

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I. Additional Definitions

A. “RAPStore” - Restricted use copies of Sybase IQ licensed as part of the Program.

B. “RAPStore Installation” - 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.

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. Terms Applicable to the Enterprise Edition of the Program.

A. Use of Multiplex Grid Option. You are licensed without further charge to deploy the Enterprise Edition of the Program in a multiplex grid environment on up to two (2) Servers per RAPStore Installation. You must purchase Server Licenses of RAP Multiplex Option for each additional Server on which licensed Cores are located, regardless of the number of licensed Cores residing on each additional Server.

B. “OT” License Type. For purposes of the Multiplex Grid Option, an “OT” license type on the Order shall mean a Development and Testing License.

C. Use of Time Series & Forecasting Option and In-Database Analytics – Partner Solutions Option. You are licensed without further charge to use the (i) Time Series & Forecasting Option and (ii) In-Database Analytics - Partner Solutions Option on the number of licensed Cores in the RAPStore Installation.

D. Use of Very Large Database Option. You are licensed without further charge to use the Very Large Database Option (“VLDB Option”) with an unlimited amount of storage inside the RAPStore Installation.

IV. Terms Applicable to the Standard Edition of the Program.

Multiplex Grid Option. You are licensed without further charge to deploy the Standard Edition of the Program in a multiplex grid environment on up to two (2) Servers per RAPStore Installation. No more than two (2) Servers per RAPStore Installation are permitted. If you wish to deploy the Program on more than two (2) Servers in a single RAPStore Installation, you must obtain a license for the Enterprise Edition of the Program.

V. Restrictions on Use of IMSL Libraries. The Program includes IMSL C Stat and C Math libraries (“IMSL Libraries”) which Sybase has licensed from a third party supplier. The IMSL Libraries may only be used in connection with licensed copies of the Enterprise Edition of the Program. Additionally, the IMSL Libraries may only be used as a component of the RAPStore.

VI. Sybase Restricted Use Components. The Program contains or is provided with the Restricted Use Components identified below. You are licensed without further charge to Use each Restricted Use Component on the number of Cores for which you have purchased a license for the Program. 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
Sybase IQ v15.1	May only be used to enable deployment of the Program
Adaptive Server Enterprise v15.0.3	May only be used to enable deployment of the Program
Open Switch v15.1	May only be used to enable deployment of the Program

VII. Sybase Developer Component. The Program contains or is provided with the Developer Component identified below. The Developer Component is licensed without further charge for Use by one Standalone Seat per Order for development purposes only. You may Use the Development Component solely in conjunction with your use of the Program.

Developer Components
PowerDesigner v12.5 Physical Model

VIII. 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.

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X. Program Migration & Upgrade. The following terms shall apply to any (i) migration of licenses from RAP – The Trading Edition version 2.0.x (or earlier) or Risk Analytics Platform version 3.x (or earlier) (collectively, the “Legacy RAP Products”) to the Standard Edition of RAP – The Trading Edition R3 (or later); or (ii) upgrade of licenses from Legacy RAP Products, or the Standard Edition of the RAP – The Trading Edition R3 (or later) migrated from Legacy RAP Products, to the Enterprise Edition of RAP – The Trading Edition R3 (or later)

A. Migration License Requirements. You may migrate your licenses from the Legacy RAP Products to the Standard Edition of the Program R3 (or later) with an entitlement to use any number of RAPStore server Machines within a migrated RAPStore Installation. You are required to properly license all Cores used in any migrated RAPStore Installations.

B. Upgrade License Requirements. You may upgrade licenses from (i) the Legacy RAP Products or (ii) the Standard Edition of the Program migrated from Legacy RAP Products, to the Enterprise Edition of the Program R3 (or later) with an entitlement to use any number of RAPStore server Machines within a migrated RAPStore Installation. Following migration, you will not be subject to RAP Multiplex Option license fees for any increase in the number of RAPStore server Machines used in a migrated RAPStore Installation. You are required to properly license all Cores used in any migrated RAPStore Installations.

C. New RAPStore Installation License Requirements. Licenses purchased for new RAPStore Installations on RAP –The Trading Edition R3 (or later) are subject to applicable RAP Multiplex Option license fees and/or restrictions.

XI. Customer agrees to apply and/or install any notes, corrections, patches, service packs and other software updates Sybase® RAP – The Trading Edition R3 as soon as reasonably possible after they have been provided by Sybase or SAP in its sole discretion and to follow any advice given by Sybase or SAP with respect to the operation of the software.