



PRODUCT SPECIFIC LICENSE TERMS Sybase® IQ v15.0.x (“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, 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. Additional licenses for Sybase components may be available from Sybase for a fee.

I. Limitations on Use of Program. You may not use more than one (1) edition of the Program (i.e., Enterprise Edition, Small Business Edition and Single Application Server Edition) (“Program Editions”) on the same target database. If you have a license for multiple Program Editions, each Program Edition must reside on a separate target database.

II. Additional Definitions that Apply to the Program

A. “Data Storage Unit” or “DSU” – The unit of measurement used in the Storage License type which quantifies the volume of data stored inside the main database of a Program. Certain Programs tend to compress data to an amount less than the raw data. The amount of compression applied to the data may vary depending on the characteristics of the data and the data types Used in the Program.

B. “Storage License” or “TB” – The limited right to store data in a Program such that the quantity of DSUs Used is no greater than the number of DSUs licensed, as specified in the Order. The license fee payable by Customer shall be determined by multiplying the number of DSUs by the applicable rate, each as specified on the Order. In the event the number of DSUs in a Program is increased, Customer shall report such increase, execute a new Exhibit A and pay an additional amount determined by multiplying the incremental storage capacity by the then applicable rate per DSU set forth in the Price List. Storage may only be licensed in whole DSUs, and the number of DSUs shall be rounded up to the next higher whole DSU when determining the number of Storage Licenses required.

C. “Storage Development and Testing License” or “DB” – The limited right to store data in a Program up to the number of DSUs licensed, and to Use such data for development and testing purposes only and not in a parallel production environment. See “DSU” and “Storage License”.

D. “Storage Standby License” or “SB” – The limited right to store data in a Standby Copy of a Program up to the number of DSUs licensed, and to Use such data in the event of an interruption of a production copy of the same Program. See “DSU” and “Storage License”.

III. 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.

IV. Additional Program Restrictions.

A. Single Application Server Edition. If you purchase a license for the Single Application Server Edition of the Program, the following additional restrictions shall apply. The Single Application Server Edition of the Program (“Single Application Server Edition”) is licensed for installation and use on no more than two (2) networked Machines, and each Machine shall be limited to a maximum of sixteen (16) Cores. The license fees payable by you for the Single Application Server Edition shall be determined by calculating the total number of Cores on which the Single Application Server Edition is licensed to run. The Single Application Server Edition may be used to manage up to twenty-five (25) tables across a maximum of one hundred (100) columns. For example, the Single Application Server Edition environment may manage (i) twenty-five tables with four (4) columns each or (ii) four (4) tables with twenty-five (25) columns each. The Single Application Server Edition

may be used for up to twenty-five (25) terabytes of storage inside the main database of the Program. You may not use the Single Application Server Edition in excess of the licensed Machine, table/column, or terabyte capacity without first purchasing a license for an unrestricted edition of the Program.

B. Small Business Edition. If you purchase a license for the Small Business Edition of the Program, the following additional restrictions shall apply. The Small Business Edition of the Program (“Small Business Edition”) is licensed for installation and use on no more than four (4) Cores per Machine. Currently, the Small Business Edition of the Program is licensed per Core to a maximum of four (4) Cores, but future releases may be changed to a single four (4) Core license orderable. If you require a license greater than (4) Cores per Machine, you must purchase a license for the Enterprise Edition of the Program. The Small Business Edition may be Used for up to one quarter (.25) of a terabyte of storage inside the main database of the Program. You are permitted to use the Small Business Edition by a maximum of ten (10) concurrent connections regardless of the identity of the users or applications. Program options may neither be purchased for nor used with the Small Business Edition.

C. Enterprise Edition. All new installation purchases must include a minimum of one (1) Core and a one (1) terabyte Storage License.

V. Free Download Components. The Program, including the Restricted Use Component, 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 Component are identified under the name of that product). 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.

VI. Options.

A. Terms Applicable to the Large Objects Management Option (“LOM Option”) for the Program. If you purchase a license for the LOM Option, the license type and quantity of Cores you license must correspond to the license type and number of Cores for which the Program has been licensed. For example, if you purchase a license for ten (10) Core of the Enterprise Edition of the Program, you must also purchase a license for ten (10) Cores of the LOM Option.

B. Terms Applicable to the Advanced Security Option. If you purchase a license for the Advanced Security Option, the license type and quantity of Cores you license must correspond to the license type and number of Cores for which the Program has been licensed.

C. Multiplex Grid Option. If you purchase a license for the Multiplex Grid Option, you may deploy the Program in a multiplex grid environment in which your licensed Cores for the Program are located on multiple Servers that share storage inside the main database of the Program. You are licensed for one Server at no cost for the Multiplex Grid Option, but you must purchase additional Server Licenses for each Server on which the licensed Cores are located regardless of the number of Cores residing on each additional Server. Example: If you are running a four (4) Core Machine (or Machine partition) and two eight (8) Core Machines (or Machine partitions) and you want to use the Enterprise Edition of the Program in a multiplex grid configuration, you must purchase a Core license for all twenty (20) Cores of the Enterprise Edition along with two (2) Multiplex Grid Option Server licenses for the additional two (2) Machines in the multiplex grid. In order to Use the Multiplex Grid Option in a development and testing environment, you must purchase a Development and Testing License which is available on a Server basis. This license type will appear as “OT” in the Order. All other conditions stated above will apply.

D. Very Large Database Option. The VLDB Option is licensed per terabyte of storage inside the main database of the Program. If you purchase a license for the Very Large Database Option (“VLDB Option”), the Storage License must correspond to the Storage License purchased for the Enterprise Edition of the Program. For example, if you purchase a two (2) terabyte Storage License for the Enterprise Edition of the Program, you must also purchase a two (2) terabyte Storage License for the VLDB Option. If you purchase a license for the

VLDB Option for Use with a new Sybase IQ Installation, the VLDB Option must, at a minimum, be licensed for a one (1) terabyte Storage License. You may only Use the range partitioning feature of the Program if you have purchased a license for the VLDB Option.

VII. Program Migration. The following terms shall apply to the migration from Sybase IQ version 12.7 (or earlier) to Sybase IQ version 15.0.

A. Definition Applicable to this Section VI

“Sybase IQ Installation” - An implementation of Sybase IQ in which CPU Licenses are purchased to enable an Sybase IQ server Machine(s) to access a unique Sybase IQ “main store” database which acts as the repository for data to be processed by the licensed Sybase IQ server Machine(s).

B. Storage

i. Storage Licenses for Sybase IQ Installations Migrated to Sybase IQ Version 15.0. You may migrate Sybase IQ Installations from version 12.7 (or earlier) to Sybase IQ version 15.0 with an unlimited Storage License entitlement. Following migration, you will not be subject to a Storage License for any increase in the Data Storage Unit capacity of a migrated Sybase IQ Installation.

ii. Storage Licenses for New Sybase IQ Installations. Licenses purchased for new Sybase IQ Installations on Sybase IQ version 15.0 are subject to applicable Storage License fees.

C. Multiplex Grid Environment

i. Multiplex Grid Option Licenses for Sybase IQ Installations Migrated to Sybase IQ Version 15.0 (or later). You may migrate your Sybase IQ Installations from version 12.7 (or earlier) to Sybase IQ version 15.0 (or later) with an unlimited multiplex grid environment entitlement, where “multiplex grid environment” means a configuration in which your licensed Cores for the Program are located on multiple Servers that share storage inside the main database of the Program. Following migration, you will not be subject to Multiplex Grid Option license fees for any increase in the number of Sybase IQ server Machines used in a multiplex grid environment within a migrated Sybase IQ Installation.

ii. Multiplex Grid Option Licenses for New IQ Installations. Licenses purchased for new Sybase IQ Installations on Sybase IQ version 15.0 (or later) are subject to applicable Multiplex Grid Option license fees.

D. Transfer of CPU Licenses to New Sybase IQ Installations. Following migration to Sybase IQ version 15.0, you may not transfer existing Sybase IQ CPU Licenses to a new Sybase IQ version 15.0 Installation. You may only transfer Sybase IQ CPU Licenses that are licensed in connection with a Sybase IQ version 15.0 Installation that is subject to Storage License and Multiplex Grid Option license fees.