



## PRODUCT SPECIFIC LICENSE TERMS

### Sybase® RAP – The Trading Edition R4.1.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 Adaptive Server Enterprise Restricted Use Component licensed as part of the Program (please see “Sybase Restricted Use Components” below). The Adaptive Server Enterprise Restricted Use Component is comprised of Sybase ASE Enterprise Edition, the ASE In-Memory Databases Option, and the Sybase ASE Partitions Option.

**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 and the set of Additional Sybase IQ Restricted Use Component Entitlements identified for different Editions of the Program below.

**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.

**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. 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 v15.2 (also referred to in this PSLT as “RAPStore”)	May only be used to enable deployment of the Program
Adaptive Server Enterprise v15.5 (also referred to in this PSLT as “RAPCache”)	May only be used to enable deployment of the Program

#### IV. Terms Applicable to the Enterprise Edition of the Program.

##### A. Definitions Applicable to this Section IV.

**“RAP Multiplex Option”** – A licensable option available solely for use in connection with the Enterprise Edition of the Program.

**“OT” License Type.** For purposes of the RAP Multiplex Option, an “OT” license type on the order shall mean a Development and Testing License.

**B. Use of the Enterprise Edition.** You must be licensed for all Cores on any Machines on which the Sybase Restricted Use Components are used.

**C. Use of RAPCache.** You are licensed without further charge 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 Enterprise Edition of the Program.

#### **D. Use of RAPStore.**

**1. License Requirements.** You must purchase a license for all Cores on which RAPStore is used (see “Core Licenses” below), and all server Machines in excess of two Machines per RAPStore Installation (see “Server Licenses” below).

**2. Core Licenses.** You are licensed without further charge to use RAPStore on any number of Machines, provided the total number of Cores on those Machines does not exceed the total number of Core licenses purchased for (i) the Enterprise Edition of the Program and (ii) the RAP Multiplex Option.

**3. Server Licenses.** You are licensed without further charge to use RAPStore on up to two server Machines per RAPStore Installation. For use of RAPStore on additional Machines that are part of the same RAPStore Installation, you must purchase additional server Machine licenses of the RAP Multiplex Option.

**4. Additional Sybase IQ Restricted Use Component Entitlements.** You have the following additional entitlements within the Sybase IQ Restricted Use Component:

**a. Time Series & Forecasting Option and In-Database Analytics – Partner Solutions Option.** You are licensed without further charge to use the Sybase IQ Time Series & Forecasting Option, and Sybase IQ In-Database Analytics - Partner Solutions Option on all licensed RAPStore Cores.

**b. Very Large Database Option (“VLDB Option”).** You are licensed without further charge to use the VLDB Option with an unlimited amount of Storage solely for the purpose of enabling deployment of the Enterprise Edition of the Program.

**c. Multiplex Grid Option.** You are licensed without further charge to use the Sybase IQ Multiplex Grid Option on all licensed RAPStore server Machines, solely for the purpose of enabling deployment of the Enterprise Edition of the Program.

#### **V. Terms Applicable to the Standard Edition of the Program.**

**A. Use of the Standard Edition.** You must be licensed for all Cores on any Machines on which the Sybase Restricted Use Components are used.

**B. Use of RAPCache.** You are licensed without further charge 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 Standard Edition of the Program.

#### **C. Use of RAPStore.**

**1. Core Licenses.** You are licensed without further charge to use RAPStore on any number of Machines, provided the total number of Cores on those Machines does not exceed the total number of Core licenses purchased for the Standard Edition of the Program.

**2. Server Licenses.** You are licensed without further charge to use RAPStore on a maximum of two (2) server Machines per RAPStore Installation. If you wish to use RAPStore on more than two (2) server Machines per RAPStore Installation, you must purchase a license for the Enterprise Edition of the Program.

**3. Sybase IQ Restricted Use Component Option.** You are licensed without further charge to use the Sybase IQ Multiplex Grid Option on all licensed RAPStore server Machines, solely for purposes of enabling deployment of the Standard Edition of the Program.

**VI. Terms Applicable to customers of RAP – The Trading Edition version 2.0.x (or earlier) or Risk Analytics Platform version 3.x (or earlier) (collectively, the “Prior RAP Products”).** If you have a license to use a Prior RAP Product, you are permitted to license the Standard (Legacy) and Enterprise (Legacy) Editions of the Program. You may use RAPStore within the Standard (Legacy) and Enterprise (Legacy) Editions of the Program solely in connection with migrated or upgraded RAPStore Installations of Prior RAP Products. The Standard (Legacy) and Enterprise (Legacy) Editions of the Program may not be

licensed for use with new RAPStore Installations of the Program. For new RAPStore Installations of the Program, you must instead license the Standard or Enterprise Editions of the Program.

**A. Definition Applicable to this Section VI.**

“**RAP Multiplex Option (Legacy)**” – A licensable option available solely for use in connection with the Enterprise (Legacy) Edition of the Program.

**B. Migration to the Standard (Legacy) Edition of the Program.** You may migrate your licenses for Prior RAP Products to the Standard (Legacy) Edition of the Program.

**C. Terms Applicable to the Standard (Legacy) Edition of the Program.** The terms of Section V (“Terms Applicable to the Standard Edition of the Program”) apply to the use of the Standard (Legacy) Edition of the Program, with the exception that Section V.C.2 (“Server Licenses”) shall be replaced with the following: “You are licensed without further charge to use any number of RAPStore server Machines within migrated RAPStore Installations.” For clarity, you are not restricted to a maximum of two (2) server Machines within migrated RAPStore Installations.

**D. Purchase of Additional Licenses of the Standard (Legacy) Edition of the Program.** You are permitted to purchase additional licenses for the Standard (Legacy) Edition of the Program solely for use within RAPStore Installations of Prior RAP Products that have been migrated to the Standard (Legacy) Edition of the Program.

**E. Upgrade to the Enterprise (Legacy) Edition of the Program.** You may upgrade your licenses of the Standard (Legacy) Edition of the Program to the Enterprise (Legacy) Edition of the Program in accordance with Sybase’s standard upgrade policies.

**F. Terms Applicable to the Enterprise (Legacy) Edition of the Program.** The terms of Section IV (“Terms Applicable to the Enterprise Edition of the Program”) apply to the use of the Enterprise (Legacy) Edition of the Program, with the following exceptions:

1. Section IV.D.1 (“License Requirements”) shall be replaced with the following: “You must purchase a license for all Cores on which RAPStore is used.” For clarity, you are not required to purchase licenses for all server Machines in excess of two Machines per RAPStore Installation.
2. Section IV.D.3 (“Server Licenses”) shall be replaced with the following: “You are licensed without further charge to use any number of RAPStore server Machines within upgraded RAPStore Installations.” For clarity, you are not required to purchase server Machine licenses of the RAP Multiplex Option (Legacy) in connection with the use of more than two server Machines within upgraded RAPStore Installations.

**G. Purchase of Additional Licenses of the Enterprise (Legacy) Edition of the Program.** You are permitted to purchase additional licenses of the Enterprise (Legacy) Edition of the Program, and the RAP Multiplex Option (Legacy), solely for use within RAPStore Installations of Prior RAP Products that have been upgraded to the Enterprise (Legacy) Edition of the Program.

**VII. 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 and Enterprise (Legacy) Editions of the Program. Additionally, the IMSL Libraries may only be used as a component of RAPStore.

**VIII. Sybase Developer Component.** The Program contains or is provided with the Developer Components identified below. You may use the Development Components solely in conjunction with your use of the Program.

Developer Components	License Terms
PowerDesigner v15.2 Physical Model	Licensed without further charge for use by one Standalone Seat per order for development purposes only.
PowerDesigner DataArchitect Enterprise for RAP	Licensed without further charge for use by one Floating License per order for development purposes only.

**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.