



PRODUCT SPECIFIC LICENSE TERMS

Sybase Liquidity Management Suite v6.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 is comprised of five modules (Cash Flow Manager, Payment Flow Control, Predictive Forecasting, Collateral Manager and Liquidity Risk Manager) (each being hereafter referred to as a “Module”). 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. Use of the Program.

Program Use Rights. Each Module is licensed separately. Although the Program may ship or be delivered with all five Modules, you may only use the specific Modules for which you have purchased a license from Sybase. For each license you purchase for a Module, you may use such Module on a single production installation, one backup system installation and two installations for development/testing which may be used by an unlimited number of developers. Each licensed installation may involve different components of the licensed Module running on different machines.

II. Program Pricing.

A. Cash Flow Manager, Payment Flow Control and Predictive Forecasting are licensed based on the maximum number of transactions that may be processed by or flow through the Program per calendar day. The license tiers are as follows:

- Tier 1: up to 5,000 transactions per day
- Tier 2: up to 10,000 transactions per day
- Tier 3: up to 30,000 transactions per day
- Tier 4: up to 100,000 transactions per day
- Tier 5: up to 300,000 transactions per day
- Tier 6: up to 600,000 transactions per day
- Unlimited license: over 600,000 transactions per day

The Program includes a tool that can generate reports of the total number of transactions that are processed by or flow through the Program per day. You shall provide Sybase with a copy the then-current report within ten (10) days following receipt of a written request from Sybase.

B. Collateral Manager is licensed for the maximum number of Collateral Units managed by the system in any calendar day. The calculation of Collateral Units under management for any given calendar day shall include the sum of Collateral Units which remain unchanged and Collateral Flows that affect the total forecast collateral position for the day. For purposes of this PSLT, “Collateral” shall mean assets that could be pledged by the user to secure an obligation, including all free and unencumbered issues whether opening figures, actual, booked or expected, and all pledged or encumbered issues, across all branches and currencies. For purposes of this PSLT, “Collateral Unit” shall mean an individual unit of Collateral (e.g. a single dollar or share). “Collateral Flow” shall mean the sum of changes in Collateral in the course of a calendar day, expressed in Collateral Units calculated by dividing the value of each Collateral position movement for a particular issue in a calendar day divided by the Market Factor for that issue. For purposes of this PSLT, “Market Factor” shall mean (a) the mid-market price of the issue if available (divided by 100 if the issue is not traded per unit); or (b) if the mid-market price of the issue is not available, the traded dirty price (divided by 100 if the issue is not traded per unit); or (c) if neither the mid-market price nor the traded dirty price is available, the actual settlement amount is derived from the original transaction that produced the position movement or the issue information itself. The license tiers for Collateral Manager are as follows:

- Tier A: up to 3,000 Collateral Units
- Tier B: up to 10,000 Collateral Units
- Tier C: up to 30,000 Collateral Units
- Tier D: up to 90,000 Collateral Units
- Tier E: up to 180,000 Collateral Units
- Unlimited license: over 180,000 Collateral Unit

C. Liquidity Risk Manager (LRM) is licensed based on the number of geographic regions for which the Program is configured. Available regions are: Americas, EMEA and Asia/Pacific. All entities defined in the system must be in a single region to qualify for a single region license or within two regions to qualify for a two-region license. The LRM license options are as follows:

- One Region
- Two Regions
- Global License

D. Additional Terms Applicable to Transaction-based Licensing Model for Cash Flow Manager, Payment Flow Control and Predictive Forecasting.

The daily transaction count is the total number of all payment and receipt transactions processed or initiated in a single day that impact payment or receipt transactions that impact the balance of a cash account. A cash account is an account, whatever its type (Nostro, or RTGS, or Central Bank, or Ancillary Settlement), that is managed by the Cash Flow Manager. As Cash Flow Manager can manage several cash events (pending, expected, actual) for the same transaction, a transaction will be counted only once and upon occurrence of the first such event (i.e. the calculation will be performed based on transactions and not events). Where multiple cash events occur in connection with a single transaction, later events will be matched to the earlier events to ensure there is no double counting of the same transaction. Sweeping orders, however, will be counted as two cash flow transactions impacting two cash accounts, and each side of the sweep will be counted in the total. For purposes of this PSLT, a “sweeping order” means an order which moves cash from one account to another, impacting the balance in two accounts. Netted transactions will only be counted once. For purposes of this PSLT, a “netted transaction” is a set of multiple transactions that move money between two accounts. The individual transactions that are part of a netted transaction which has been counted will not be separately included in the total transaction count.

E. Additional Terms Applicable to Predictive Forecasting.

Transactions impacted by the Predictive Forecasting module are excluded from the calculation, since the movements on these accounts are duplications of real cash flows for parties or internal funding positions monitoring purposes. For internal transfers (payment or receipt from an account held by the bank to another account held by the bank, and without an external cash flow in/out of the bank), the LMS system will be configured so that these internal cash flows will not impact the cash accounts but will only impact the Predictive Forecasting module accounts and positions, and if so, will not be counted in the total.

III. Sybase Restricted Use Component. The Program contains or is provided with the Restricted Use Component identified below. You are licensed without further charge to Use the Restricted Use Component on an unlimited number of Cores. You may Use the Restricted Use Component solely in conjunction with your use of the Program, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
Sybase Aleri Streaming Platform v.3.x	

IV. Free Download Components. The Program, including any Developer Components and 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 Developer Components and 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.