



PRODUCT SPECIFIC LICENSE TERMS

M-Business Anywhere and Mobile Applications ("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.

1. Section 1 (Definitions)- Add the following:

"**Named User**"- a single, specific named person who is authorized by Customer to Use the client component of the Program to access the server component of the Program.

2. Section 2.1 (License)- Add the following:

a. Named User License. If Customer has elected to pay the license fees applicable to the Program on a per Named Users basis, as indicated on an Exhibit A by use of the designated license type "OT", the following shall apply. The Customer is authorized to Use the server component of the Program on a single Machine (use of the server component of the Program on additional Machines requires the purchase of additional licenses), and to permit Use of the client component of the Program by Named Users to access the server component of the Program via a public (including the Internet) or private network; provided that at no time shall the number of Named Users exceed the number of Named User licenses purchased by Customer.

b. CPU License. If Customer has elected to pay the license fees applicable to a Program on a per CPU basis as indicated on an Exhibit A, the following shall apply. Each copy of the server component of the Program is licensed for Use on the designated Machine(s) with the number of processors ("CPUs") specified on the Exhibit A. The license fee payable by Customer for the Program shall be determined by multiplying the total number of processors by the applicable rate each as set forth in Exhibit A. In the event that the number of processors on the Machine is increased, Customer shall report such increase, execute a new Exhibit A, and pay an additional amount determined by multiplying the incremental processors by the then applicable rate per processor set forth in the Price List.

c. Licensing of Applications. The purchase of a license(s) for Mobile Sales or Mobile Pharma (the "Applications") includes an application specific license to Use the M-Business Anywhere Program in conjunction with, and solely to provide remote mobile access to, the licensed Application. Use of the M-Business Anywhere Program to provide remote mobile access to any other application requires the purchase of a full-use license for M-Business Anywhere. The purchase of a license(s) for Mobile Pharma for Siebel or Mobile Sales for Siebel also includes a license to Use the Mobile Adaptor for Siebel with the licensed Application.

d. Stand-by Servers. The server component of the Program when designated as "Stand-by" on an executed Exhibit A is subject to the following restrictions. A Stand-by copy of the server component of the Program is a copy loaded onto a Machine in order to provide a failover or back-up for a copy of the server component then in use by Customer on another Machine (the "Production Copy"). The Stand-by copy may not be accessed or used in production by Customer at the same time as the Production Copy. In the event of a failure of the Production Copy, the Stand-by copy of the server component of the Program may be accessed by Customer. The Stand-by copy must be licensed for a Machine running the operating system shown on the order, at the site shown on the order, and for the number of CPUs on the Machine running the Stand-by copy of the Program.

e. License Rights to Additional Programs. Customers who license M-Business Anywhere-Application Addition are granted the right to (a) install and Use Adaptive Server™ Anywhere DBMS UltraLite edition files: ulpod9.dll; ulpod9.prc ("UltraLite") on the client devices of each licensed user,

whether licensed by Named User or CPU; and (b) install and Use one (1) copy of the MobiLink Synchronization Server (“MobiLink”) for purposes of synchronization with the specified UltraLite files. The UltraLite and MobiLink Programs may only be used in connection with the M-Business Anywhere Program. MobiLink and UltraLite are included as part of iAnywhere’s SQL Anywhere Studio, which Customer may obtain through the iAnywhere website. This Agreement does not entitle Customer to any maintenance or other services or any updates or new versions of the MobiLink or UltraLite Programs, nor does it grant the right to use any other iAnywhere products not specifically identified.

f. The M-Business Anywhere Program contains SWS Technology developed by Research In Motion (RIM). Customer shall not access or utilize the SWS Technology unless Customer is a party at all times to a valid BlackBerry End-User Agreement with RIM. Should Customer at any time cease to be a party to a valid BlackBerry End-User Agreement with RIM, the rights granted under this Agreement with respect to the SWS Technology shall immediately cease and Customer agrees it shall immediately cease all use of the SWS Technology.

3. The following is added to Section 2.3 (License)

Notwithstanding any language in Section 2.3, Customer may authorize Named Users who are not employees, agents or contractors of its organization (“External Users”) to Use the client component of the Program to access the server component of the Program; provided that Customer (i) has purchased a license for each Named User, including each External User; and (ii) does not grant or allow the exercise of any right inconsistent with this Agreement.

4. Section 4.1 (Support and Technical Services) of the Agreement is amended as follows:

Support commences on the date the Program, or download and activation information for the Program, is delivered to Customer.

5. Section 8 (Warranty/Limitations of Liability) of the Agreement is amended as follows:

The warranty for the Program is ninety (90) days from the date the Program, or download and activation information for the Program, is delivered to Customer.

6. Free Download Components. The Program, including any software 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 are identified under the name(s) of the licensed Program). Any obligations undertaken by iAnywhere in the Agreement relating to the Free Download Components as part of the Program are provided by iAnywhere 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 iAnywhere with regard to the Program as a whole. **B. DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by iAnywhere or its subsidiaries in the Agreement.

7. If the Program is to be exported from the European Union, prior to that export, you must obtain an export license in accordance with EU Regulation 428/2009 (or any amending or subsequent equivalent legislation).