



PRODUCT SPECIFIC LICENSE TERMS
Answers Anywhere SDK
(“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:

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.

The Sections of the Agreement referenced below are amended as follows:

1. The following definitions are added to Section 1 of the Agreement:

"Named User"- a single, specific named person who is authorized by Customer to Use the server component of the Program and to Use the client component of the Program on one or more mobile computing devices to access the server component of the Program.

"Answers Anywhere SDK" means iAnywhere's proprietary agent-based software technology consisting of: (i) a software development kit, which includes the Answers Anywhere Application Server and a runtime version of the Access Engine, data collection, visual and test tools, and agent definition language; (ii) a JAR file and an application platform interface; and (iii) technical documentation and other information provided by iAnywhere describing the use of the items referenced above.

"Prototype" shall mean the specific product or products that Customer is permitted to make utilizing the Program. Prototypes consist of computer programs in executable form which use at least a portion of the object code of the Program. The Prototypes shall not include any source code of the Program, provided however, that the Prototypes may include the executable, object and/or source of any code identified as sample code that may be included with Program. Customer agrees not to produce, develop, reproduce, distribute, or license Prototypes that, in the reasonable opinion of iAnywhere, are substantially similar to the Program.

2. Section 2.1 of the Agreement is deleted and replaced with the following:

2.1 iAnywhere grants Customer, solely for Customer's own internal business purposes, a non-exclusive, non-transferable, perpetual license: (i) to Use the Program for the sole purpose of internally developing, testing, and evaluating Prototypes at Customer's facilities; (ii) to demonstrate the Prototypes to groups within Customer's corporate organization; and (iii) to demonstrate the Prototypes to third parties with iAnywhere's prior written approval, and subject to appropriate written protections for iAnywhere and its intellectual property, solely as determined by iAnywhere. The Answers Anywhere Program is licensed on a per Named Users basis, as indicated on an Exhibit A by use of the designated license type "OT". Customer may permit the licensed number of Named Users to Use the client component of the Program to access the server component of the Program. Customer may Use the server component of the Program on a number of servers up to the number of licensed Named Users.

3. The following is added to Section 2.3 of the Agreement:

Except as expressly authorized in this Agreement, in no event will Customer: (i) Use the Program for commercial deployment of a Prototype(s); (ii) clone, disassemble, reverse-engineer, decompile, view, or

attempt to learn the source code of any software that iAnywhere has provided to Customer in object code only; (iii) transfer or make available the Program to any unauthorized person; (iv) develop a software developer's kit or related toolkit for any aspect of the Program; or (v) attempt or allow any third party to do any of the foregoing. **Use of the Program or Prototype(s) beyond the scope of the license granted herein (i.e., for other than internal testing and development) requires the purchase of a separate license(s).** Customer will restrict Use of the Program to licensed Named Users who have a need-to-know and are actively involved in developing the Prototypes under this Agreement. Customer will at all times maintain the Program and any copies or embodiments thereof in a secure fashion and use diligent efforts to protect the foregoing from misuse, unauthorized disclosure and misappropriation. Customer may not sue any third party for such third party's specific implementation of the Program.

4. A new section numbered 2.8 is added to the Agreement, and it shall read as follows:

iAnywhere owns: (i) all intellectual property rights it possessed prior to the Effective Date; and (ii) all aspects of the Program and all customizations, improvements, bug fixes, enhancements, updates, derivative works and other modifications relating thereto. Customer owns all intellectual property rights it possessed prior to the Effective Date. Each party will use commercially reasonable efforts to protect the other party's intellectual property rights provided hereunder and will notify the other party promptly of any actual or suspected infringement or other violation of such rights of which such party becomes aware.

5. Section 8.1 of the Agreement is deleted and replaced with the following:

IANYWHERE PROVIDES THE PROGRAM AND ALL RELATED INTELLECTUAL PROPERTY RIGHTS "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

6. A new section 8.5 is added to the Agreement, and it shall read as follows:

The Program 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>. 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 affiliates in the Agreement.

Except as amended above with respect to the Program(s) identified in these product specific license terms (PSLT), the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between this PSLT and the Agreement, the terms and conditions of this PSLT shall prevail with respect to the subject matter hereof. Further, the license descriptions contained in this PSLT supercede any definition or term of use for licenses stated in the Software License Agreement, Exhibit A, or Purchase Order.