



PRODUCT SPECIFIC LICENSE TERMS

Afaria Anywhere ("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.

Afaria Anywhere consists of Afaria and a single copy of SQL Anywhere Server and may be delivered with other iAnywhere Programs. This license only authorizes use of the Afaria Programs and SQL Anywhere Server; a separate license must be obtained in order to use the other iAnywhere Products that may be received with these products.

THE SECTIONS OF THE AGREEMENT REFERENCED BELOW ARE AMENDED AS FOLLOWS:

1. AFARIA LICENSE. THIS SECTION APPLIES ONLY TO CUSTOMER'S USE OF THE AFARIA SOFTWARE COMPONENTS OF AFARIA ANYWHERE:

Section 2.1 (License) is deleted and is replaced by the following:

2.1.1. iAnywhere grants to Customer for the quantity of Afaria Software ordered on an Exhibit A or a Schedule to this Agreement a nonexclusive, nontransferable, perpetual limited license to Use the number of copies of the object code version of such software inclusive of applicable user documentation (collectively the "Software") at the Designated Location. The Software may include "Server Software" and "Client Software".

2.1.2. "Server Software" is the Software module(s) installed on a single network or file server computer ("Server") that manages and controls the automated exchanges of information with Clients through various telecommunication channels. "Client Software" is the Software module(s) that runs on remote computers ("Clients") and which facilitates communications with the Server. For these Programs only, references to Seats in an Exhibit A or Schedule shall mean Clients as defined in this PSLT. Each copy of the Server Software licensed shall be a single copy license that allows Customer to execute one copy of the Server Software under one single operating system image only at the Designated Location. Customer may change the Designated Location at any time upon prior written notice. Upon relocation, Customer must discontinue Use of the Software at the prior Designated Location. Customer must purchase a Client license for each Client authorized to access the Server Software. Each copy of the Server Software may be Used only on one Server at a time to manage up to the number of Clients licensed for that Server Software and may be Used only for the internal Use of Customer in processing Customer's and Business End Users' data. Any extension of Customer's rights of Use shall require payment of additional fees in accordance with iAnywhere's then current terms and fees.

2.1.3. Notwithstanding any language in Section 2.3, iAnywhere grants Customer the right to copy and distribute the Client Software and the related documentation to Customer's end users who are either within Customer's organization or are third parties who are clients of Customer having a continuing business relationship with Customer (collectively the "Business End Users"). Such right to copy and distribute is limited to the quantity of Client Software listed on the applicable Exhibit A or Schedule(s). The Business End Users' Use of the Client Software shall be limited to the exchange of information between the Client

Software and Customer's server on which the Server Software is installed and in Use. Customer shall ensure that each Business End User agrees: (i) to Use the Client Software solely for the purpose of connecting to the Server upon which the Server Software is installed and in Use, and (iii) to promptly return the Client Software and related documentation to Customer upon termination of the Business End User's relationship with Customer. Customer agrees to be responsible for all claims and liabilities resulting from Use of the Client Software and for any breach of this Agreement by the Business End Users. Customer agrees to keep current and provide to iAnywhere within thirty (30) days of any such iAnywhere request, a written report identifying the location of each copy of the Client Software along with each Business End User's name and address. Customer understands that the obligations of, and warranties made by, iAnywhere under this Agreement are solely to Customer and shall not extend to Business End Users or any other third parties. The rights granted under this section are granted only on condition that Customer (i) has purchased a license for each Client, including each Business End User; and (ii) does not grant or allow the exercise of any right inconsistent with this Agreement.

2.1.4. Afaria Channel Development and Test Server. If Customer has purchased a license for an Afaria Channel Development and Test Server, Customer may install the Server component on a single machine for Use by up to ten Users for development and test purposes only, and not for production purposes.

2.1.5 Administrative Users. A license for an Afaria Server also permits the number Users reasonably necessary to administer Customer's Use of Afaria to access the administrative console to modify operating properties of the Program or review information within the administrative consoles.

2. SQL Anywhere Server License. The copy of SQL Anywhere Server that is received with Afaria Anywhere is licensed for Use only with the Afaria Server. The SQL Anywhere Server is licensed for Use on up to two (2) CPUs. Use of the SQL Anywhere Server on more than two (2) CPUs requires the purchase of additional licenses at additional cost. The machine on which SQL Anywhere Server is loaded may be one other than the machine on which the Afaria Server is loaded.

3. Free Download Components. 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 subsidiaries in the Agreement.

Except as amended above with respect to the Programs 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 Section 1 (Afaria Licenses) of this PSLT supercede any definition or term of Use for licenses stated in the Software License Agreement, Exhibit A, or Purchase Order.