PRODUCT SPECIFIC LICENSE TERMS

PYLON PRODUCTS
(“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS (COLLECTIVELY “PRODUCT SPECIFIC LICENSE TERMS” OR “PSLT”) SHALL APPLY TO THE PROGRAM FOR WHICH YOU HAVE PURCHASED A LICENSE.

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

"Named User" - a single, specific named person who is authorized by Customer to Use the Program.

2. SECTION 2.1 (LICENSE)- ADD THE FOLLOWING:

IF SUCH LICENSE IS FOR PYLON CONDUIT OR PYLON PRO (I.E., A DESKTOP VERSIONS OF PYLON), CUSTOMER MAY PERMIT THE USE OF THE PROGRAM BY UP TO THE NUMBER OF NAMED USER LICENSES PURCHASED BY CUSTOMER. IF SUCH LICENSE IS FOR PYLON PIM SERVER OR PYLON APPLICATION SERVER, CUSTOMER IS AUTHORIZED TO USE THE SERVER COMPONENT OF THE PROGRAM ON A SINGLE MACHINE AND TO PERMIT USE OF THE CLIENT COMPONENT OF THE PROGRAM BY NAMED USERS TO ACCESS THE SERVER COMPONENT OF THE PROGRAM; PROVIDED THAT AT NO TIME SHALL THE NUMBER OF NAMED USERS EXCEED THE NUMBER OF NAMED USER LICENSES PURCHASED BY CUSTOMER.

3. Section 2.3 (License)- delete:

“, except Customer may modify data file portions of the Program as described in the Documentation.”;

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

Support commences on the date the license key e-mail is delivered to Customer by iAnywhere.

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 license key e-mail is delivered to Customer.

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).

Except as amended above with respect to the AvantGo Programs identified in this 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.