



PRODUCT SPECIFIC LICENSE TERMS

Answers Anywhere™ (“AA”) CPU License

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE 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.

1. The following definition(s) shall apply:

“**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.

2. Notwithstanding any language in the Agreement or Exhibit A to the contrary, for purposes of calculating the fees owed for the CPU License(s) of the Program, the number of CPUs is equal to the number of Processors or Cores on a Machine.

3. In addition to Customer’s Use of the AA Program for its own internal business purposes under a CPU License, Customer may, subject to payment of the applicable license fee, Use the Program under a CPU License for the purpose of providing a hosted service to its third party customers. A “hosted service” is defined as a software application delivery model where the Customer hosts and operates an application (including the AA Program) granting access to its customers via any public or private network, or communication protocol/modality supported by the Program (e.g., the Internet, a wireless carrier network, etc.). Third party access to the Program shall only be indirect, and all restrictions under the Agreement against transfer, distribution, or disclosure of the Program to third parties shall apply.

4. A CPU License for the AA Program includes the following additional license for the Answers Anywhere SDK:

iAnywhere grants Customer, solely for Customer’s own internal business purposes, a non-exclusive, non-transferable, perpetual license to Use the Answers Anywhere SDK on a reasonable number of Machines for internal testing and development in furtherance of, and consistent with, the Use rights granted under the CPU License. Customer may use and modify the source code version of those portions of the Answers Anywhere SDK that are provided as sample code, if any, only in connection with its internal testing and development.

For purposes of clarification, the calculation of the license fee for the AA CPU License shall be based on the deployment of the AA Program on production Servers, as opposed to installation and Use of the Answers Anywhere SDK on Servers solely for development and testing, for which there is no additional license fee owed.

5. The warranty period for the Program is ninety (90) days.

6. 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.