



PRODUCT SPECIFIC LICENSE TERMS

OmniQ Max OmniQ Enterprise ("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.

1. Section 2.1 (License) of the Agreement is deleted and replaced with the following:

CPU License. iAnywhere grants to Customer, solely for Customer's own internal business purposes, a non-exclusive, nontransferable, perpetual license to Use the Program on one (1) Machine with the number of processors ("CPUs") specified on the Exhibit A and at the site specified on the Exhibit A or Purchase Order. 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 promptly 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.