CONSULTING SERVICES/SOFTWARE DEVELOPMENT AGREEMENT
BETWEEN
iAnywhere Solutions, Inc. ("iAnywhere")
AND
Penrillian Ltd ("Consultant")

Agreement made this 7th day of June, 2006 by and between iAnywhere Solutions, Inc., a Delaware corporation with its principal place of business at One Sybase Drive, Dublin, California, 94568 and +Penrillian Ltd, a company incorporated in England with its principal place of business at 25a Cornmarket, Penrith, Cumbia CA11 7HS UK.

1. SCOPE OF WORK

Consultant agrees to perform the consulting and/or development services for iAnywhere, as described in the Statement of Work mutually agreed upon and signed by both parties and attached hereto and incorporated herein by reference ("the Services") The software developed by Consultant will conform to the Software Description set forth in a relevant Exhibit A ("Software") and the other provisions of Exhibit B, including any functional specification prepared in the course of the Services ("Specification"). In case of any conflict between the Software and the Specification, the Specification shall control.

2. DEVELOPMENT EFFORT

2.1 Consultant shall develop the Software in accordance with the Milestone Schedule, set forth in a relevant Exhibit C. Any deviation in the Milestone Schedule must be approved by both parties in writing. Upon completion of the development effort, iAnywhere shall have an opportunity to test the Software in accordance with the Acceptance Test Plan set forth in a relevant Exhibit D which shall be developed per the Milestone Schedule and agreed upon by the parties. iAnywhere will notify Consultant of any discovered deviation from the Specification, found by iAnywhere during the Acceptance Test. Consultant will correct such deviations within 5 days (or such longer period as the parties may agree to be reasonable) and iAnywhere shall re-test the Software.

2.2 To assist in the development effort described herein, iAnywhere shall loan to Consultant, computer products described in a relevant Exhibit E. The terms and conditions of the loan are provided therein. All such products shall be returned immediately to iAnywhere when final Acceptance has occurred.

3. CONFIDENTIALITY/OWNERSHIP OF THE SOFTWARE AND RELATED MATERIAL

3.1 Consultant understands that it will be receiving or already has received or had access to information which iAnywhere considers to be proprietary and confidential in nature ("Proprietary Information"). Consultant and its employees shall not permit any iAnywhere Proprietary Information to be copied, reproduced or duplicated by any means or under any circumstances whatsoever. Consultant agrees that during and after the term of this Agreement, neither Consultant nor its employees will disclose such iAnywhere Proprietary Information in any manner whatsoever to any agent or employee of Consultant (except those engaged in development of the Software) nor to any third party. Consultant also agrees not to disclose to iAnywhere, or induce iAnywhere to use, any confidential information or material in violation of the rights of any former employers or clients of Consultant or Consultant's employees, or in violation of the rights of any other third parties.

3.2 Unless otherwise indicated on a relevant Exhibit B this section 3.2 shall be applicable. The Software and all information, reports, studies, object or source code, flow charts, diagrams and other tangible or intangible material relating to the Software or related documentation (collectively, "Materials") produced during or as a result of the Software development hereunder and all copies of the foregoing shall be the sole and exclusive property of iAnywhere and shall be considered iAnywhere's proprietary information. Such Materials shall be deemed "works made for hire," of which iAnywhere shall be deemed the author. To the extent that the materials are not deemed "works made for hire," Consultant hereby irrevocably grants, assigns and transfers to iAnywhere all right, title and interest of any kind, nature or description in and to the Materials, including but not limited to patents, copyrights, trade secrets and other intellectual property rights. Upon acceptance of the Software, or at any time upon request by iAnywhere, Consultant shall cause all Proprietary Information, Materials, and any copies thereof to be immediately returned to iAnywhere.

3.3 Unless otherwise indicated on a relevant Exhibit B this section 3.3 shall be applicable. With respect to inventions, improvements, and discoveries arising out of the development work on the Software, Consultant agrees that it shall, without further compensation or consideration, disclose promptly and assign to iAnywhere any and all inventions, improvements or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, that (a) Consultant discharges on behalf of iAnywhere; or (b) Consultant employees, conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether or not during regular working hours, and which relate to actual or anticipated products, research, development or business of iAnywhere or any of its affiliates. Consultant represents and warrants to iAnywhere that it has entered into a written agreement with each of its employees pursuant to which such employees are obligated to make such disclosure and assignment and to treat iAnywhere Proprietary Information in accordance with the provisions hereof. All such inventions, improvements and discoveries, together with all related rights (such as patents, trademarks, copyrights and designs) shall be the property of iAnywhere. Consultant agrees that it shall, without further compensation or consideration, assign any and all worldwide rights in and to such inventions, improvements and discoveries to iAnywhere and will assist iAnywhere in every proper way, including the signing of any and all papers, applications for patents and assignments to iAnywhere, and the making and keeping of proper records, and the giving of evidence and testimony (all entirely at iAnywhere's expense), as may be necessary or desirable to perfect iAnywhere's ownership in, or to obtain for iAnywhere full rights to and advantages of such inventions, improvements and discoveries in all countries.

4. PAYMENT

Payment for the Software development shall be as set forth in a relevant Milestone Schedule. Upon completion of a Milestone calling for payment, Consultant shall invoice iAnywhere. iAnywhere shall pay such invoice net 45 days from the receipt of invoice, providing that Consultant has successfully demonstrated to iAnywhere that the Milestone has been achieved.

5. WARRANTY

5.1 Consultant warrants that the Software will conform to the Specification. Unless otherwise indicated on a relevant Exhibit B for a period of one year following acceptance, Consultant shall promptly correct at no charge any non-conformance to the Specification as reported by iAnywhere.

5.2 Subject to clause 7, Consultant warrants and represents to iAnywhere that neither the Software nor Materials provided hereunder by Consultant will in any way infringe upon any proprietary or intellectual property rights and that the Software and Materials shall be free of liens and encumbrances of others.

6. INDEPENDENT CONTRACTOR

6.1 It is agreed that Consultant and its employees are independent contractors and not employees of iAnywhere. Therefore. they are not eligible for any employee benefit programs of iAnywhere, including but not limited to Workers Compensation, Disability Insurance or Unemployment Insurance. It is further agreed that individual employees of Consultant will not hold themselves out to be an employee of iAnywhere.

6.2 iAnywhere and Consultant agree that under the terms of this Agreement, Consultant will be responsible for properly reporting and paying any and all taxes with respect to amounts paid to Consultant by iAnywhere hereunder, as well as for any tax reporting or withholding requirements which may be imposed upon Consultant as an employer of others in connection with this Agreement.

6.3 Consultant hereby agrees to indemnify and hold iAnywhere harmless from any and all claims whatsoever arising out of Consultant's conduct or breach under this Section 6, and to further indemnify and hold iAnywhere harmless from any liability whatsoever for failure to properly withhold and report all applicable Federal, State, or local taxes due by Consultant.

6.4 Consultant shall cause its employees performing work under this Agreement as iAnywhere may require, to evidence the fact that they are employees of Consultant, working as independent contractors, and not as employees of iAnywhere.

7. INFRINGEMENT INDEMNITY

Except for any iAnywhere software or detailed design specifications submitted by iAnywhere to Consultant and such iAnywhere software or detailed design specifications included or embodied in the developed Software or Materials as set forth in the relevant Exhibits A and B, Consultant shall indemnify, hold harmless, and defend iAnywhere from and against any and all suits, actions, damages, costs, losses, expenses (including settlement awards and reasonable attorney's fees) and other liabilities arising from or in connection with any claim that Consultant did not have sufficient right, title, or interest in the Software or Materials to enter into this Agreement, or that the Software or Materials infringe or violate any patent, copyright, trademark, trade secret, mask work or other proprietary right of any third party, provided that iAnywhere gives Consultant prompt written notice of such claim. Without limiting Consultant's obligation as set forth above, in the event of such a claim, Consultant, as requested by iAnywhere, and at Consultant's expense, shall either procure for iAnywhere the right to continue using the Software or Materials, or if such is not possible, replace or modify the Software so that it becomes non-infringing but functionally equivalent.

8. INSURANCE

Consultant shall maintain, during the term of this Agreement, workers' compensation coverage in compliance with the laws of the state in which the Services are to be performed. Consultant also will maintain:

- Automobile Liability Insurance in the amount of $1,000,000 for each occurrence, with respect to all vehicles used in connection with the Services;

- Comprehensive General Liability Insurance in the amount of $2,000,000 for each occurrence; and

- Errors and Omission Insurance or Professional Liability Insurance in the amount of $2,000,000 in total.

Upon the request of iAnywhere, Consultant shall furnish iAnywhere with proof of such coverage to iAnywhere Solutions, Inc., Attention: Treasury Department, One Sybase Drive, 6th Floor, Dublin, CA 94568.

9. NOTICES

Notices under this Agreement shall be addressed to iAnywhere at:

Legal Department
iAnywhere Solutions, Inc.
One Sybase Drive
Dublin, California 94568

Notices under this Agreement shall be addressed to Consultant at:

Penrillian
25A Cornmarket
Penrith
Cumbria CA11 7HS, UK

Notice shall be sent by registered or certified mail, postage prepaid, return receipt requested. The date of receipt shall be the date the notice was actually received.

10. TERM AND TERMINATION

10.1 This Agreement shall commence on June 7, 2006 and shall continue unless otherwise terminated as provided herein or until the Software is completed and fully accepted by iAnywhere.

10.2 iAnywhere may terminate this Agreement for convenience, with 5 days written notice.

10.3 Either party may terminate this Agreement for cause, by providing written notice of breach to the other party. If the party in breach fails to cure within 15 days, then the non-breaching party may terminate the Agreement immediately.

10.4 Either party may terminate this Agreement, if the other party becomes insolvent or makes an assignment for the benefit of creditors, or if a receiver or similar officer is appointed to take charge of all or part of that party's assets, or if the other party is acquired or changes majority interest.

10.5 Upon termination of the Agreement, Consultant shall turn over all Software and Materials in whatever form (including copies) to iAnywhere. Consultant shall be entitled to payment for work done prior to termination.

11. REMEDIES

If Consultant cannot perform the Software development as evidenced by a breach or failure in performance (including, but not limited to failure to meet a Milestone), iAnywhere may (i) hire a third party to correct such breach or failure in performance, and deduct an equitable amount from that due to Consultant; or terminate the Agreement in accordance with the termination provisions.

12. CHANGES

If any change requested by iAnywhere causes an increase or decrease in the cost of the Software development or the time to reach any Milestone, Consultant shall within five (5) days of its receipt of the change request, notify iAnywhere in writing of such increase or decrease in the cost or the time required. To effect such change, the parties shall agree on an equitable adjustment in the cost and Milestone Schedule, and shall modify the relevant Exhibit(s) to this Agreement as required. Consultant shall not implement such change without iAnywhere's prior written authorization.

13. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws in performing its obligations hereunder, and it shall procure all necessary permits and/or licenses required by the United Kingdom, the applicable state, or any political subdivisions thereof.

14. MISCELLANEOUS

14.1 The relationship of the parties is that of independent contractors. Neither party may act as an agent for or make a commitment on behalf of the other party.

14.2 The rights and remedies of the parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies available at law or in equity.

14.3 Neither party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other.

14.4 If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

14.5 This Agreement shall be governed, construed, and enforced in accordance with English law.

14.6 The failure of either party to enforce, in any one or more instances, any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition.

14.7 This Agreement shall be considered a confidential document to both parties. Neither party shall disclose the contents or existence of this Agreement without the prior written permission of the other.

14.8 Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is directly delayed by the occurrence of events beyond the control of the failing party such as fire, explosion, flood, storm or the acts of God, war, embargo, riot, or intervention of any governmental authority provided that the party suffering the delay immediately notifies the other party of such delay.

14.9 NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT THAT THIS DISCLAIMER SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY BY CONTRACTOR WITH RESPECT TO iANYWHERE'S PROPRIETARY

INFORMATION OR TO THE INFRINGEMENT INDEMNITY PROVIDED BY CONTRACTOR HEREUNDER.

14.10 The parties agree during the life of this Agreement and for one (1) year thereafter, to refrain from soliciting the other party's employees for hire.

14.11 Consultant agrees that in consideration of the work to Consultant being provided hereunder, that it will not solicit or accept similar work from iAnywhere's customer (if any is specified in Exhibit B) for whom the work is being performed hereunder, for a period of one year following the expiration or termination of this Agreement.

14.12 Sections 3, 5.2, 6, 7, 14.2, 14.5, 14.9, 14.10 and 14.11 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PENRILLIAN (CONSULTANT)	iANYWHERE SOLUTIONS, INC.
By: Charles Weir	By:
Name: CHARLES WEIR	Name: JOE OWEN
Title: MANAGING DIRECTOR	Title: VP ENGINEERING
Date: 8 JUNE 2006	Date: 6-7-2006

SYBASE LEGAL
APPROVED AS TO FORM
M.Catherine
06/07/06

STATEMENT OF WORK

EXHIBIT A

SOFTWARE DESCRIPTION

Scope

The OneBridge application architecture consists of an Engine and User Interface (UI). The Engine consists mainly of code that is relatively portable across Symbian OS 9 whereas the User Interface is specific to each device manufacturer's OS 9 platform i.e., Nokia S60 and Sony Ericsson UIQ platforms.

The objective of this project is to develop a OneBridge UIQ 3 User Interface for Sony Ericsson's M600 and P990 devices compliant with the OneBridge Engine Application Programming Interface (API). A key objective of the UI development is that a single SIS file (packaged application) is installable and executable on both M600 and P990 devices. The Functional Specification is required to detail the OneBridge UI in P990 "flip closed" mode as well as "flip open" mode.

The Engine API is essentially the same as that developed for the Nokia Series 60 2nd edition port with minor enhancements to support Symbian OS 9 and a few additional features. In order to accelerate development iAnywhere will provide access to Series 60 3rd edition UI to demonstrate OneBridge Engine API compliant UI.

Dependencies

- iAnywhere to provide necessary OneBridge Header files, lib files and Engine SIS file
- iAnywhere to provide access to OneBridge test server
- iAnywhere to provide M600 and P990 devices
- Series 60 3rd edition UI reference source code

STATEMENT OF WORK

EXHIBIT B

Deliverables

- User Interface Functional Specification.
- UI Functional Specification compliant source code compiled for UIQ 3, linkable and runable with the OneBridge Engine on M600 and P990 devices.

Software Ownership

Ownership of Existing Software/Documentation

Description of Existing Software	Owner
1. Current OneBridge code base (all platforms)	1. iAnywhere
2. As notified to iAnywhere in the course of the project	2. Penrillian, or as advised by Penrillian

Description of Existing Documentation	Owner
1. All iAnywhere documentation disclosed	1. iAnywhere
2. As notified to iAnywhere in the course of the project	2. Penrillian, or as advised by Penrillian

Percentage of Consultant's Existing Software and Documentation used in developed Software and Documentation is to be advised to iAnywhere, if more than five percent (5%).

The following shall replace Sections 3.2 and 3.3 in the Agreement:

Software Ownership by the Parties. Each party acknowledges and agrees that pre-existing intellectual property of the other party shall remain the property of its respective owner or its suppliers, and may constitute the copyrighted and/or patented property of its respective owner or its suppliers, and constitutes the proprietary trade secret information of the applicable party or its suppliers ("Intellectual Property" or "Generic"). All appropriate copyright and other proprietary notices and legends placed on the Intellectual Property by either party shall not be removed by the other party. All right, title and interest in and to any Intellectual Property and its documentation, other than those rights expressly granted to a party hereunder, shall remain vested in the respective owner or its third party suppliers.

All rights in any Software deliverable produced by Consultant in the course of the Services pass to iAnywhere upon payment of all fees due to Consultant for such Software deliverable, save that:

1.1. where Consultant incorporates its Intellectual Property in any Software deliverable, iAnywhere has unrestricted royalty-free license to use, modify and distribute such Software deliverable, but only as part of the Deliverable; all other rights are reserved; and

1.2. where Consultant develop and incorporate modules capable of generic use ("Generic Intellectual Property") not specifically related to iAnywhere's Software deliverable and where such Generic Intellectual Property has been specified and agreed to in writing by Consultant and iAnywhere prior to delivery of the relevant Software deliverable developed for iAnywhere under this Statement of Work, Consultant reserves to itself unrestricted royalty-free license to use and modify such Generic Intellectual Property, and to incorporate and distribute it when providing services to others.

1.3. Consultant reserves the right not to release source code to iAnywhere until Consultant receives full payment.

Warranty

The warranty period shall be ninety (90) days; this supersedes the provisions of 5.1.

STATEMENT OF WORK

EXHIBIT C

MILESTONE SCHEDULE (INCLUDING PAYMENTS)

Time Scales

iAnywhere requires work to be started as soon as possible but no later than 12th June 2006 and delivery of final phase deliverables by 31st July 2006.

The project will have the following Milestones

- Milestone 1 (30th June 2006) – delivery of detailed OneBridge UIQ 3 User Interface Functional Specification. The objective of this phase is to agree to the detail of the UI before development commences.
- Milestone 2 – (31st July 2006) development and delivery of all the UI screens as detailed in the Functional Specification.
- Milestone 3 – Software acceptance ninety (90) days after final delivery.

Development Costs

Development will be undertaken on a "capped" time and materials contract at a rate of £500 (GBP) per day. The maximum cost of the project on this basis will be for sixty (60) developer days totaling £30,000.

Payment Schedule

Milestone 1 - time and materials not to exceed 25% of capped Development Costs.
Milestone 2 –total time and materials to this point not to exceed 90% of capped Development Costs.
Milestone 3 – total time and materials not to exceed 100% of capped Development Costs.

STATEMENT OF WORK

EXHIBIT D

ACCEPTANCE TEST PLAN
(to be populated in course of preparing functional specification)

Client / Project		**iAS Project #**	
Milestone #			
Client Project Sponsor **Client Project Manager**		**Account Manager** ***Project Manager***	
Project Start Date		**Actual End Date**	

Deliverables		
Description	**Document (or S/W) Name/Version**	**Date Delivered**

Warranty Coverage	
Warranty Support Coverage End Date	

Acceptance			
Penrillian		**iAnywhere Solutions, Inc.**	
PRINT NAME:		**PRINT NAME:**	
SIGNATURE:	**DATE:**	**SIGNATURE:**	**DATE:**

STATEMENT OF WORK

EXHIBIT E

LOAN OF PRODUCTS

The following hardware and software will be loaned to Consultant, provided that such hardware and software will be used by Consultant only as necessary to complete the project as set forth in this Agreement:

Hardware
Sony Ericsson M600 device
Sony Ericsson P990 device
Nokia ESeries device

Software
OneBridge client application for Nokia ESeries device

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to the Agreement.

PENRILLIAN Ltd (CONSULTANT)	iANYWHERE SOLUTIONS, INC.
By: Charles Weir	By:
Name: CHARLES WEIR	Name: JOE OWEN
Title: MANAGING DIRECTOR	Title: VP ENGINEERING
Date: 8 JUNE 2006	Date: 6-7-2006

SYBASE LEGAL
APPROVED AS TO FORM
M.Catherine
06/07/06