Exhibit 99.2  
  
 AFFILIATE AGREEMENT  
  
 This Affiliate Agreement ("Affiliate Agreement") is being executed and  
delivered as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Affiliate") and Chordiant  
Software, Inc., a Delaware corporation ("Parent").  
  
 Recitals  
  
 A. Affiliate is a stockholder of, and/or is an officer and/or director  
of, Prime Response, Inc., a Delaware corporation (the "Company").  
  
 B. Parent, Puccini Acquisition Corp., a Delaware corporation and a wholly  
owned subsidiary of Parent ("Merger Sub"), and the Company, have entered into an  
Agreement and Plan of Merger and Reorganization, dated as of January \_\_\_\_, 2001  
(the "Reorganization Agreement"), providing for the merger of Merger Sub into  
the Company (the "Merger"). The Reorganization Agreement contemplates that,  
upon consummation of the Merger (which is subject to the conditions set forth in  
the Reorganization Agreement) (i) holders of shares of the common stock of the  
Company will receive shares of common stock of Parent ("Parent Common Stock") in  
exchange for their shares of common stock of the Company and (ii) the Company  
will become a wholly owned subsidiary of Parent.  
  
 C. Affiliate understands that the Parent Common Stock that would be  
issued in the Merger would be issued pursuant to a registration statement on  
Form S-4, and that Affiliate may be deemed an "affiliate" of Parent as such term  
is defined for purposes of paragraphs (c) and (d) of Rule 145 under the  
Securities Act of 1933, as amended (the "Securities Act") and, as such,  
Affiliate may only transfer, sell or dispose of such Parent Common Stock in  
accordance with this Affiliate Agreement and Rule 145.  
  
 Agreement  
  
 Affiliate, intending to be legally bound, agrees as follows:  
  
 1. Representations and Warranties of Affiliate. Affiliate represents and  
warrants to Parent as follows:  
  
 (a) Affiliate is the holder and "beneficial owner" (as defined in  
Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of: (i) the  
number of outstanding shares of common stock of the Company (the "Company  
Shares"), (ii) the number of shares issuable upon exercise of options to  
purchase shares of Company common stock (the "Company Options") and/or (iii) the  
number of shares issuable upon exercise of warrants to purchase shares of  
Company common stock (the "Company Warrants"); each as set forth beneath  
Affiliate's signature on the signature page hereof (the Company Shares, the  
Company Options and the Company Warrants are hereinafter referred to as the  
"Company Securities"), and Affiliate has good and valid title to the Company  
Securities, free and clear of any liens, pledges, security interests, adverse  
claims, equities, options, proxies, charges, encumbrances or restrictions of any  
nature. Affiliate has the sole right to vote and to dispose of the Company  
Securities.  
  
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 (b) Affiliate does not own any options, warrants, convertible  
securities or other rights to purchase shares of common stock of the Company or  
any other securities of the Company, other than the Company Securities.  
  
 (c) Affiliate has carefully read this Affiliate Agreement and, to the  
extent Affiliate felt necessary, has discussed with counsel the limitations  
imposed on Affiliate's ability to hold, sell, transfer or otherwise dispose of  
the Company Securities or the shares of Parent Common Stock that Affiliate is to  
receive pursuant to the Reorganization Agreement (the "Parent Shares") and any  
options and/or warrants to purchase shares of Parent Common Stock that Affiliate  
is to receive in connection with the Merger with respect to any Company Options  
or Company Warrants the Affiliate may own. Affiliate fully understands the  
limitations this Affiliate Agreement places upon Affiliate's ability to hold,  
sell, transfer or otherwise dispose of securities of the Company and securities  
of Parent.  
  
 (d) Affiliate understands that the representations, warranties and  
covenants set forth in this Affiliate Agreement will be relied upon by Parent.  
  
 2. Prohibitions Against Transfer.  
  
 (a) Affiliate agrees that, during the period from the date hereof  
through the date on which financial results covering at least 30 days of post-  
Merger combined operations of Parent and the Company have been published by  
Parent, which shall occur as soon as practicable (the "End Date"):  
  
 (i) Affiliate shall not sell, transfer or otherwise dispose of,  
 or reduce Affiliate's interest in or risk relating to, (A) any capital  
 stock of the Company (including, without limitation, the Company  
 Securities and any additional shares of capital stock of the Company  
 acquired by Affiliate, whether upon exercise of a stock option,  
 warrant or conversion of securities or otherwise), except pursuant to  
 and upon consummation of the Merger, or (B) any option, warrant,  
 convertible securities or other right to purchase any shares of  
 capital stock of the Company, except pursuant to and upon consummation  
 of the Merger; and  
  
 (ii) Affiliate shall not sell, transfer or otherwise dispose of,  
 or permit to be sold, transferred or otherwise disposed of, or reduce  
 Affiliate's interest in or risk relating to, (A) any shares of capital  
 stock of Parent (including, without limitation, the Parent Shares and  
 any additional shares of capital stock of Parent acquired by  
 Affiliate, whether upon exercise of a stock option, warrant or  
 conversion of securities or otherwise) (the "Affiliate's Parent Common  
 Stock"), or (B) any option, warrant, convertible securities or other  
 right to purchase any shares of capital stock of Parent.  
  
 (b) Affiliate agrees that Affiliate shall not effect any sale,  
transfer or other disposition of any shares of the Affiliate's Parent Common  
Stock unless:  
  
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 (i) such sale, transfer or other disposition is effected  
 pursuant to an effective registration statement under the Securities Act;  
  
 (ii) such sale, transfer or other disposition is made in  
 conformity with the requirements of Rule 145 under the Securities Act;  
  
 (iii) counsel reasonably satisfactory to Parent shall have  
 advised Parent in a written opinion letter (reasonably satisfactory in form  
 and content to Parent), upon which Parent may rely, that such sale,  
 transfer or other disposition will be exempt from the registration  
 requirements of the Securities Act; or  
  
 (iv) an authorized representative of the SEC shall have rendered  
 written advice to Stockholder to the effect that the SEC would take no  
 action, or that the staff of the SEC would not recommend that the SEC take  
 action, with respect to such sale, transfer or other disposition, and a  
 copy of such written advice and all other related communications with the  
 SEC shall have been delivered to Parent.  
  
 3. Stop Transfer Instructions; Legend.  
  
 Affiliate acknowledges and agrees that (a) stop transfer instructions  
will be given to Parent's transfer agent with respect to the Parent Shares, and  
(b) each certificate representing any of such shares shall bear a legend  
identical or similar in effect to the following legend (together with any other  
legend or legends required by applicable state securities laws or otherwise):  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145(d) OF THE SECURITIES ACT OF  
 1933 APPLIES AND MAY NOT BE OFFERED, SOLD OR OTHERWISE  
 TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT IN  
 ACCORDANCE WITH THE PROVISIONS OF SUCH RULE AND IN  
 ACCORDANCE WITH THE TERMS OF AN AGREEMENT DATED AS OF  
 JANUARY \_\_\_\_, 2001, BETWEEN THE REGISTERED HOLDER HEREOF AND  
 THE ISSUER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL  
 OFFICES OF THE ISSUER."  
  
 4. Independence of Obligations. The covenants and obligations of  
Affiliate set forth in this Affiliate Agreement shall be construed as  
independent of any other agreement or arrangement between Affiliate, on the one  
hand, and the Company or Parent, on the other. The existence of any claim or  
cause of action by Affiliate against the Company or Parent shall not constitute  
a defense to the enforcement of any of such covenants or obligations against  
Affiliate.  
  
 5. Specific Performance. Affiliate agrees that in the event of any  
breach or threatened breach by Affiliate of any covenant, obligation or other  
provision contained in this Affiliate Agreement, Parent shall be entitled (in  
addition to any other remedy that may be available to Parent) to: (a) a decree  
or order of specific performance or mandamus to enforce the  
  
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observance and performance of such covenant, obligation or other provision; and  
(b) an injunction restraining such breach or threatened breach. Affiliate  
further agrees that neither Parent nor any other person or entity shall be  
required to obtain, furnish or post any bond or similar instrument in connection  
with or as a condition to obtaining any remedy referred to in this Section 6,  
and Affiliate irrevocably waives any right it may have to require the obtaining,  
furnishing or posting of any such bond or similar instrument.  
  
 6. Other Agreements. Nothing in this Affiliate Agreement shall limit any  
of the rights or remedies of Parent under the Reorganization Agreement, or any  
of the rights or remedies of Parent or any of the obligations of Affiliate under  
any agreement between Affiliate and Parent or any certificate or instrument  
executed by Affiliate in favor of Parent; and nothing in the Reorganization  
Agreement or in any other agreement, certificate or instrument shall limit any  
of the rights or remedies of Parent or any of the obligations of Affiliate under  
this Affiliate Agreement.  
  
 7. Notices. Any notice or other communication required or permitted to  
be delivered to Affiliate or Parent under this Affiliate Agreement shall be in  
writing and shall be deemed properly delivered, given and received when  
delivered (by hand, by registered mail, by courier or express delivery or by  
facsimile) to the address or facsimile telephone number set forth beneath the  
name of such party below (or to such other address or facsimile telephone number  
as such party shall have specified in a written notice given to the other  
party):  
  
 if to Parent:  
  
 Chordiant Software, Inc.  
 00000 Xxxxxxx Xxxxx Xxxx., Xxxxx 000  
 Xxxxxxxxx, XX 00000-0000  
 Facsimile No. (000) 000-0000  
  
 Attn: Chief Executive Officer  
  
 if to Affiliate:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Fax: (\_\_\_) \_\_\_\_\_ - \_\_\_\_\_\_\_  
  
  
 8. Severability. If any provision of this Affiliate Agreement or any  
part of any such provision is held under any circumstances to be invalid or  
unenforceable in any jurisdiction, then (a) such provision or part thereof  
shall, with respect to such circumstances and in such jurisdiction, be deemed  
amended to conform to applicable laws so as to be valid and enforceable to the  
fullest possible extent, (b) the invalidity or unenforceability of such  
provision or part thereof under such circumstances and in such jurisdiction  
shall not affect the validity or  
  
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enforceability of such provision or part thereof under any other circumstances  
or in any other jurisdiction, and (c) the invalidity or unenforceability of such  
provision or part thereof shall not affect the validity or enforceability of the  
remainder of such provision or the validity or enforceability of any other  
provision of this Affiliate Agreement. Each provision of this Affiliate  
Agreement is separable from every other provision of this Affiliate Agreement,  
and each part of each provision of this Affiliate Agreement is separable from  
every other part of such provision.  
  
 9. Applicable Law; Jurisdiction. THIS AFFILIATE AGREEMENT IS MADE  
UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF  
DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN,  
WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between  
or among any of the parties, whether arising out of this Affiliate Agreement or  
otherwise, (a) each of the parties irrevocably and unconditionally consents and  
submits to the exclusive jurisdiction and venue of the state and federal courts  
located in the State of Delaware; (b) if any such action is commended in a state  
court, then, subject to applicable law, no party shall object to the removal of  
such action to any federal court located in the State of Delaware; (c) each of  
the parties irrevocably waives the right to trial by jury; and (d) each of the  
parties irrevocably consents to service of process by first class certified  
mail, return receipt requested, postage prepared, to the address at which such  
party is to receive notice in accordance with Section 8.  
  
 10. Waiver; Termination. No failure on the part of Parent or Affiliate to  
exercise any power, right, privilege or remedy under this Affiliate Agreement,  
and no delay on the part of Parent or Affiliate in exercising any power, right,  
privilege or remedy under this Affiliate Agreement, shall operate as a waiver of  
such power, right, privilege or remedy; and no single or partial exercise of any  
such power, right, privilege or remedy shall preclude any other or further  
exercise thereof or of any other power, right, privilege or remedy. Neither  
Parent nor Affiliate shall be deemed to have waived any claim arising out of  
this Affiliate Agreement, or any power, right, privilege or remedy under this  
Affiliate Agreement, unless the waiver of such claim, power, right, privilege or  
remedy is expressly set forth in a written instrument duly executed and  
delivered on behalf of Parent or Affiliate, as the case may be; and any such  
waiver shall not be applicable or have any effect except in the specific  
instance in which it is given. If the Reorganization Agreement is terminated,  
this Affiliate Agreement shall thereupon terminate.  
  
 11. Headings. The headings contained in this Affiliate Agreement are for  
convenience of reference only, shall not be deemed to be a part of this  
Affiliate Agreement and shall not be referred to in connection with the  
construction or interpretation of this Affiliate Agreement.  
  
 12. Further Assurances. Affiliate shall execute and/or cause to be  
delivered to Parent such instruments and other documents and shall take such  
other actions as Parent may reasonably request to effectuate the intent and  
purposes of this Affiliate Agreement.  
  
 13. Entire Agreement. This Affiliate Agreement, the Reorganization  
Agreement and any Voting Agreement between Affiliate and Parent collectively set  
forth the entire understanding of Parent and Affiliate relating to the subject  
matter hereof and thereof and  
  
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supersede all other prior agreements and understandings between Parent and  
Affiliate relating to the subject matter hereof and thereof.  
  
 14. Non-Exclusivity. The rights and remedies of Parent and Affiliate  
hereunder are not exclusive of or limited by any other rights or remedies which  
Parent and Affiliate may have, whether at law, in equity, by contract or  
otherwise, all of which shall be cumulative (and not alternative).  
  
 15. Amendments. This Affiliate Agreement may not be amended, modified,  
altered or supplemented other than by means of a written instrument duly  
executed and delivered on behalf of Parent and Affiliate.  
  
 16. Assignment. This Affiliate Agreement and all obligations of Affiliate  
hereunder are personal to Affiliate and may not be transferred or delegated by  
Affiliate at any time. Parent may freely assign any or all of its rights under  
this Affiliate Agreement, in whole or in part, to any other person or entity  
without obtaining the consent or approval of Affiliate.  
  
 17. Binding Nature. Subject to Section 16, this Affiliate Agreement will  
inure to the benefit of Parent and its successors and assigns and will be  
binding upon Affiliate and Affiliate's representatives, executors,  
administrators, estate, heirs, successors and assigns.  
  
 18. Survival. Each of the representations, warranties, covenants and  
obligations contained in this Affiliate Agreement shall survive the consummation  
of the Merger.  
  
 19. Counterparts. This Agreement may be executed in two or more  
counterparts, each of which shall be deemed an original, but all of which  
together shall constitute one and the same instrument.  
  
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 This Affiliate Agreement has been executed as of the date first written  
above.  
  
 Affiliate:  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:  
  
  
Number of Outstanding shares of  
Common Stock of the Company  
Held by Affiliate:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
Number of Company Options  
Held by Affiliate:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
Number of Company Warrants  
Held by Affiliate:  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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 7.  
  
  
 Chordiant Software, Inc.  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 8.