



SOFTWARE AGREEMENT

Effective as of July 1, 1983-----  
AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York  
corporation ("AT&T"), having an office at 195 Broadway, New York, New York  
10007, and  
an individual

("LICENSEE"), having an office at St. John Avenue, Pasadena,  
California 91103,

agree as follows:

ARTICLE I

DEFINITIONS

1.01 Terms in this agreement (other than names of parties and Article headings) which are in capital letters shall have the meanings specified in the Definitions Appendix.

ARTICLE II

GRANTS OF RIGHTS TO USE LICENSED SOFTWARE

2.01 (a) AT&T, at the request of LICENSEE, grants to LICENSEE, for itself and its SUBSIDIARIES, a personal, nontransferable and nonexclusive right to use the LICENSED SOFTWARE, solely for its own or its SUBSIDIARIES' internal business purposes and solely on or in conjunction with SOURCE CPUs and OBJECT CPUs, except that only OBJECT SOFTWARE may be used on or in conjunction with an OBJECT CPU. Such right to use includes the right to modify LICENSED SOFTWARE and to prepare derivative works based on LICENSED SOFTWARE.

(b) A single back-up CPU may be used as a substitute for a SOURCE CPU or an OBJECT CPU without notice to AT&T during any time when such a CPU is inoperative because it is malfunctioning or undergoing repair, maintenance or other modification.

(c) LICENSEE may at any time notify AT&T in writing of its designation by location, type and serial number of any replacing or additional CPU that is to become a SOURCE CPU or an OBJECT CPU, any CPU to be replaced, and any OBJECT CPU that is to be changed to a SOURCE CPU. Any such designation shall become effective on agreement thereto by AT&T in writing and receipt by AT&T of the appropriate fee, if any, specified in Section 3.02. In certain cases the fee pursuant to Section 3.02(b) for a particular CPU to become a SOURCE CPU can be less than the fee pursuant to Section 3.02(c) for such CPU to become an OBJECT CPU. In those cases such CPU may only become a SOURCE CPU.

No right is granted for the use of the LICENSED SOFTWARE directly for any third person, or for any use by any third person of the LICENSED SOFTWARE.

2.02 (a) Subject to receipt by AT&T of the payment specified in Section 3.01, within a reasonable time after such receipt, AT&T or one of its ASSOCIATED COMPANIES shall furnish to LICENSEE the LICENSED SOFTWARE in the form identified in the Schedule for UNIX\* System V attached hereto and made a part hereof.

(b) There are different versions of LICENSED SOFTWARE for different types of CPUs. The Schedule attached hereto, and the version of LICENSED SOFTWARE to be furnished hereunder pursuant to Section 2.02(a), are determined by the type of CPU specified in Section 3.01. If an additional CPU of a different type is designated as a SOURCE CPU pursuant to Section 2.01(c), and a version of LICENSED SOFTWARE for such type is available from AT&T, AT&T will forward to LICENSEE an additional Schedule for such version. Within a reasonable time after such designation becomes effective, AT&T or one of its ASSOCIATED COMPANIES will furnish to LICENSEE the version of LICENSED SOFTWARE in the form identified in such additional Schedule.

2.03 LICENSEE agrees that neither it nor its SUBSIDIARIES will, without the prior written consent of AT&T, transmit, directly or indirectly, the LICENSED SOFTWARE to any country outside of the United States.

2.04 LICENSEE hereby assures AT&T that it and its SUBSIDIARIES do not intend to and will not knowingly, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230, transmit, directly or indirectly:

- (i) the LICENSED SOFTWARE; or
- (ii) any immediate product (including processes and services) produced directly by the use of the LICENSED SOFTWARE; or
- (iii) any commodity produced by such immediate product if the immediate product of the LICENSED SOFTWARE is a plant capable of producing a commodity or is a major component of such plant;

to Afghanistan or to any Group P, Q, S, W, Y or Z country specified in Supplement No. 1 to Section 370 of the Export Administration Regulations issued by the U.S. Department of Commerce.

2.05 LICENSEE agrees that its and its SUBSIDIARIES' obligations under Sections 2.03 and 2.04 shall survive and continue after any termination of rights under this agreement.

\*UNIX is a trademark of Bell Laboratories.

ARTICLE III  
FEES AND REPORTS

3.01 LICENSEE shall, within sixty (60) days after execution hereof by both parties, pay to AT&T a fee of forty-three thousand U.S. dollars (\$43,000.00) for the rights granted hereunder with respect to the CPU identified by location, type and serial number as follows:

North St. John Avenue  
Pasadena, California 91103

Type: VAX 11/750  
Serial No.: 82F22585K

On receipt of such payment by AT&T, such CPU shall become a SOURCE CPU. Such fee was determined on the basis that LICENSEE is not licensed to use OTHER SOFTWARE on such CPU.

3.02 (a) For each SOURCE CPU to be added pursuant to Section 2.01(c) and on which LICENSEE is not licensed to use OTHER SOFTWARE, LICENSEE shall pay to AT&T a fee of sixteen thousand U.S. dollars (\$16,000.00).

(b) For each SOURCE CPU to be added pursuant to Section 2.01(c) on which LICENSEE is also licensed to use OTHER SOFTWARE, LICENSEE shall pay to AT&T a fee as follows:

Type of OTHER SOFTWARE	Fee (U.S. Dollars)
V6	\$10,300
V7	\$ 7,500
PWB	\$ 7,000
32V	\$ 2,000
V6 and V7	\$ 6,300
V7 and PWB	\$ 3,000

(c) For each OBJECT CPU to be added pursuant to Section 2.01(a), LICENSEE shall pay to AT&T a fee of four thousand eight hundred U.S. dollars (\$4,800.00).

(d) For each OBJECT CPU that is to be changed to a SOURCE CPU, LICENSEE shall pay to AT&T, a fee determined by subtracting the fee specified in Section 3.02(c) from the fee for such CPU specified in Section 3.02(a) or 3.02(b). This Section 3.02(d) does not apply to a CPU that may only become a SOURCE CPU pursuant to Section 2.01(c).

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(c) For each replacing CPU, unless all rights with respect to LICENSED SOFTWARE and all OTHER SOFTWARE licensed for use on the replaced CPU are transferred to the replacing CPU from the replaced CPU, LICENSEE shall pay to AT&T a fee based on the fees payable hereunder and under any applicable Software Agreement relating to OTHER SOFTWARE. The amount of such fee may be obtained from AT&T by a request specifying the software and CPUs involved.

3.03 Payments to AT&T shall be made in United States dollars to AT&T at the address specified in Section 5.11.

3.04 On AT&T'S request, but not more frequently than annually, LICENSEE shall furnish to AT&T a statement, certified by an authorized representative of LICENSEE, listing the location, type and serial number of all DESIGNATED CPUs hereunder and stating that the use of the LICENSED SOFTWARE by LICENSEE and its SUBSIDIARIES has been reviewed and that the LICENSED SOFTWARE is being used solely on such DESIGNATED CPUs (or temporarily on a back-up CPU in place of any inoperative DESIGNATED CPU) pursuant to the provisions of this agreement.

3.05 LICENSEE shall pay all taxes, including any sales or use tax (and any related interest or penalty) however designated, imposed as a result of the existence or operation of this agreement, except any income tax imposed upon AT&T by any governmental entity in the United States. Fees specified in this agreement are exclusive of taxes. If AT&T is required to collect a tax to be paid by LICENSEE, LICENSEE shall pay such tax to AT&T on demand.

#### ARTICLE IV

#### TERMINATION

4.01 If LICENSEE or any of its SUBSIDIARIES shall fail to fulfill one or more of its obligations under this agreement, AT&T may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than two (2) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied; upon such termination AT&T shall not have any obligation to refund any fees paid it pursuant to Sections 3.01 and 3.02 and LICENSEE shall within thirty (30) days deliver to AT&T all documentation containing the LICENSED SOFTWARE, and shall render unusable all LICENSED SOFTWARE placed in any storage apparatus.

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## ARTICLE V

## MISCELLANEOUS PROVISIONS

5.01 Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark. However, AT&T waives any rights it or its SUBSIDIARIES may have under patents with respect to the use, pursuant to the rights granted herein, of LICENSED SOFTWARE by LICENSEE and its SUBSIDIARIES, except to the extent that such patents apply (i) independently of the use of LICENSED SOFTWARE, (ii) because a DESIGNATED CPU is used in combination with other hardware or (iii) because LICENSED SOFTWARE is modified from the version furnished hereunder to LICENSEE by AT&T or an ASSOCIATED COMPANY thereof or is used in combination with other software.

5.02 This agreement shall prevail notwithstanding any conflicting terms or legends which may appear in the LICENSED SOFTWARE.

5.03 AT&T and its ASSOCIATED COMPANIES make no representations or warranties, expressly or impliedly. By way of example but not of limitation, AT&T and its ASSOCIATED COMPANIES make no representations or warranties of merchantability or fitness for any particular purpose, or that the use of the LICENSED SOFTWARE will not infringe any patent, copyright or trademark. AT&T and its ASSOCIATED COMPANIES shall not be held to any liability with respect to any claim by LICENSEE, its SUBSIDIARIES, or a third party on account of, or arising from, the use of such LICENSED SOFTWARE.

5.04 LICENSEE agrees that neither LICENSEE nor its SUBSIDIARIES will, without AT&T'S prior written permission, (i) use in advertising, publicity, packaging, labeling or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned by AT&T or any of its ASSOCIATED COMPANIES or used by AT&T or any of its ASSOCIATED COMPANIES to identify any of its or their products or services, or (ii) represent, directly or indirectly, that any product or service of LICENSEE or its SUBSIDIARIES is a product or service of AT&T or any of its ASSOCIATED COMPANIES, or is made in accordance with or utilizes any information or documentation of AT&T or any of its ASSOCIATED COMPANIES.

5.05 Neither the execution of this agreement nor anything in it or in the LICENSED SOFTWARE shall be construed as (i) an obligation upon AT&T or any of its ASSOCIATED COMPANIES to furnish any person, including LICENSEE and its SUBSIDIARIES, any assistance of any kind whatsoever, or any information or documentation other than the LICENSED SOFTWARE; or (ii) providing or implying any arrangement or understanding that AT&T or any of its ASSOCIATED COMPANIES will make any purchase or lease.

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5.06 (a) LICENSEE agrees that it and its SUBSIDIARIES shall hold the LICENSED SOFTWARE in confidence for AT&T and its ASSOCIATED COMPANIES. LICENSEE further agrees that it and its SUBSIDIARIES shall not make any disclosure of the LICENSED SOFTWARE (including methods or concepts utilized therein) to anyone, except to employees of LICENSEE and its SUBSIDIARIES to whom such disclosure is necessary to the use for which rights are granted hereunder. LICENSEE and its SUBSIDIARIES shall appropriately notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by him.

(b) Notwithstanding the provisions of Section 5.06(a), LICENSEE may distribute its version of LICENSED SOFTWARE to other licensees of AT&T for LICENSED SOFTWARE as defined herein, provided that LICENSEE first verifies the status of any such other licensee in accordance with specific instructions issued by AT&T. Such instructions may be obtained on request from AT&T at the address specified in Section 5.11.

5.07 The obligations of LICENSEE, its SUBSIDIARIES and their respective employees under Section 5.06(a) shall survive and continue after any termination of rights under this agreement or cessation of a SUBSIDIARY'S status as a SUBSIDIARY; however, such obligations shall not extend to any information relating to the LICENSED SOFTWARE which is now available to the general public or which later becomes available to the general public by acts not attributable to LICENSEE, its SUBSIDIARIES or their respective employees.

5.08 LICENSEE agrees that it and its SUBSIDIARIES will not use the LICENSED SOFTWARE except as authorized herein, that it and its SUBSIDIARIES will not make, have made, permit to be made or distribute any copies of the LICENSED SOFTWARE, except as necessary in connection with the rights granted hereunder, and that each such copy shall contain the same copyright and/or proprietary notices, or notice giving credit to a developer, which appear on or in the LICENSED SOFTWARE.

5.09 Neither this agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable.

5.10 Except as provided in Section 5.06(b), nothing in this agreement grants to LICENSEE or to its SUBSIDIARIES the right to sell, lease or otherwise transfer or dispose of the LICENSED SOFTWARE in whole or in part.

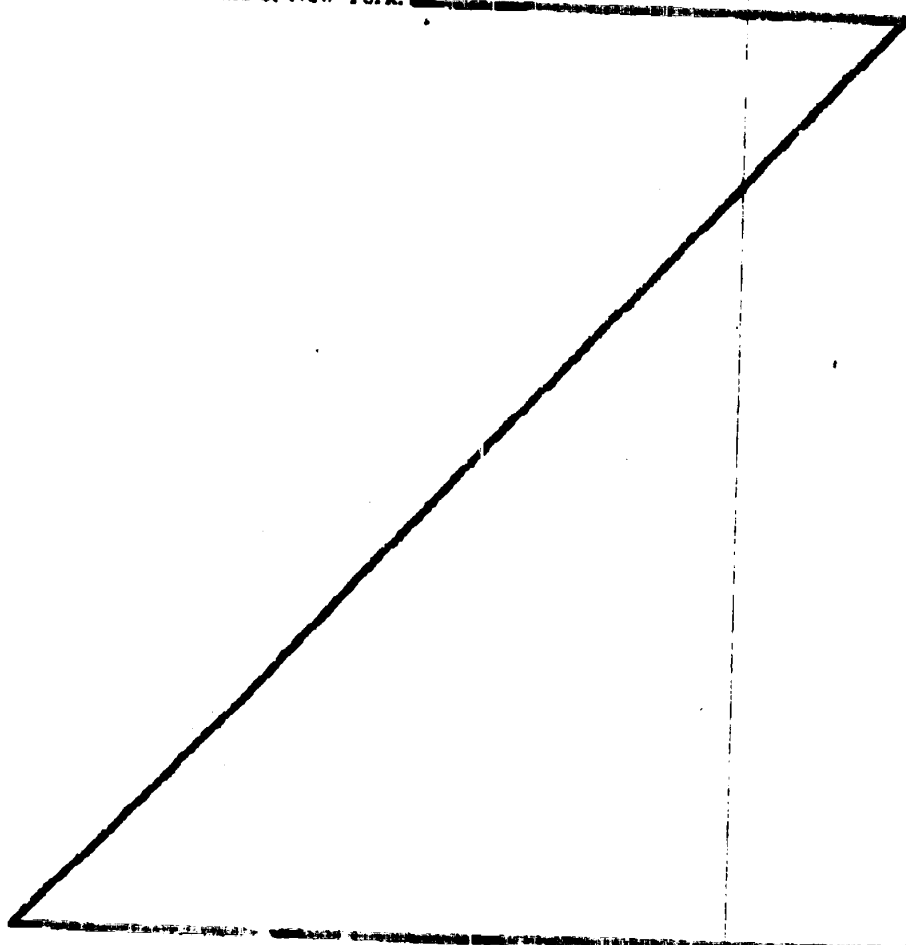
5.11 Any payment, statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to LICENSEE at its office above specified or addressed to AT&T at P.O. Box 25000, Greensboro, North Carolina 27420 (to the attention of its Technology Licensing Organization), or at such changed address as the addressee shall have specified by written notice.

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5.12 This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any prior existing written agreement between the parties, or as duly set forth on or subsequent to the effective date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. No provision appearing on any form originated by LICENSEE or any of its SUBSIDIARIES shall be applicable unless such provision is expressly accepted in writing by AT&T.

5.13 If LICENSEE is not a corporation, all references to LICENSEE'S SUBSIDIARIES shall be deemed deleted.

5.14 The construction and performance of this agreement shall be governed by the law of the State of New York.



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IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By *O. P. Gilman*  
Director of Technology Licensing

Date *9-22-83*

By .....

Title.....

Date *5 Sept 1983*