

Effective January 3, 1984.
Western Electric Company.
Incorporated changed its name
to AT&T Technologies, Inc.

SOFTWARE AGREEMENT

between

for AT&T TECHNOLOGIES, INC., formerly
WESTERN ELECTRIC COMPANY, INCORPORATED

and

~~LAS VEGAS~~ *for*

to

UNIX* SYSTEM V

Effective as of February 1, 1984

*UNIX is a trademark of AT&T Bell Laboratories.

EXHIBIT D

SOFTWARE AGREEMENT

AT&T TECHNOLOGIES, INC., formerly
Effective as of February 1, 1984-----
WESTERN ELECTRIC COMPANY, INCORPORATED, a New York
corporation ("WESTERN"), having an office at 222 Broadway, New York, New
York 10038, for itself and its AFFILIATES, and
Nevada corporation;

having an office at South Highland, Las Vegas, Nevada 89106,

for itself and its SUBSIDIARIES (collectively referred to herein as "LICENSEE")
agree as follows:

ARTICLE I

DEFINITIONS

1.01 As used in this agreement, any term in capital letters which is defined in
the Definitions Appendix shall have the meaning specified therein.

ARTICLE II

GRANTS OF RIGHTS TO USE LICENSED SOFTWARE

2.01 (a) WESTERN, at the request of LICENSEE, grants to LICENSEE a
personal, nontransferable and nonexclusive right to use LICENSED SOFTWARE,
only for its own internal business purposes and for furnishing time-sharing services
to others 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 WESTERN during any time when such
SOURCE CPU or OBJECT CPU is inoperative because it is malfunctioning or
undergoing repair, maintenance or other modification.

(c) On receipt by WESTERN of the payment specified in Section 3.01, each
CPU identified in such section shall become a SOURCE CPU. LICENSEE may at
any time notify WESTERN 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 WESTERN in writing and receipt by WESTERN 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.

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(d) No right is granted for the use of LICENSED SOFTWARE directly for others, or for any use of LICENSED SOFTWARE by others, except in connection with the furnishing of time-sharing services by LICENSEE.

2.02 (a) Within a reasonable time after a CPU becomes a SOURCE CPU pursuant to Section 2.01(c) other than by replacing another SOURCE CPU, WESTERN or one of its AFFILIATES will furnish to LICENSEE, without payment of a distribution fee, one (1) copy of the version of software requested by LICENSEE from the available versions in the attached issue of the Software List for UNIX System V. Such list identifies the various versions of UNIX System V and other UNIX operating systems that may be used under this agreement and their applicable distribution fees.

(b) Copies of available versions will also be furnished to LICENSEE on request after receipt by WESTERN of the distribution fee for each such requested copy.

(c) From time to time WESTERN may reissue the Software List for UNIX System V. Such reissues may identify additional versions that may be used under this agreement, delete versions that are no longer available from WESTERN or its AFFILIATES or indicate changes in distribution fees.

2.03 LICENSEE agrees that it will not, without the prior written consent of WESTERN, transmit LICENSED SOFTWARE, directly or indirectly, to any country outside of the United States.

2.04 LICENSEE hereby assures WESTERN that it does 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) LICENSED SOFTWARE; or
- (ii) any immediate product (including processes and services) produced directly by the use of LICENSED SOFTWARE; or
- (iii) any commodity produced by such immediate product if the immediate product of 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 970 of the Export Administration Regulations issued by the U.S. Department of Commerce.

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

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ARTICLE III

FEEs AND REPORTS

3.01 LICENSEE shall, within sixty (60) days after execution hereof by both parties, pay to WESTERN 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:

South Highland
Las Vegas, Nevada 89106

Type: 11/750
Serial No.: 84051254K

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 WESTERN 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 WESTERN a fee as follows:

Type of OTHER SOFTWARE	Fee (U.S. Dollars)
V6	\$10,300
V7	\$ 7,600
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(c), LICENSEE shall pay to WESTERN 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 WESTERN 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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(e) 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 WESTERN 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 WESTERN by a request specifying the software and CPUs involved.

3.03 Payments to WESTERN shall be made in United States dollars to WESTERN at the address specified in Section 5.11(a).

3.04 On WESTERN'S request, but not more frequently than annually, LICENSEE shall furnish to WESTERN 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 LICENSED SOFTWARE by LICENSEE has been reviewed and that LICENSED SOFTWARE is being used solely on such DESIGNATED CPU's (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 WESTERN or any of its AFFILIATES by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). Fees specified in this agreement are exclusive of taxes. If WESTERN is required to collect a tax to be paid by LICENSEE, LICENSEE shall pay such tax to WESTERN on demand.

ARTICLE IV

TERMINATION

4.01 If LICENSEE fails to fulfill one or more of its obligations under this agreement, WESTERN 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 WESTERN shall not have any obligation to refund any fees paid it hereunder and LICENSEE shall within thirty (30) days deliver to WESTERN all documentation containing 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, WESTERN waives any rights it or its AFFILIATES may have under patents with respect to the use, pursuant to the rights granted herein, of LICENSED SOFTWARE by LICENSEE, 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 WESTERN or an AFFILIATE 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 LICENSED SOFTWARE.

5.03 WESTERN warrants that it is empowered to grant the rights granted hereunder. WESTERN and its ASSOCIATED COMPANIES make no other representations or warranties, expressly or impliedly. By way of example but not of limitation, WESTERN and its ASSOCIATED COMPANIES make no representations or warranties of merchantability or fitness for any particular purpose, or that the use of LICENSED SOFTWARE will not infringe any patent, copyright or trademark. WESTERN and its ASSOCIATED COMPANIES shall not be held to any liability with respect to any claim by LICENSEE, or a third party on account of, or arising from, the use of LICENSED SOFTWARE.

5.04 LICENSEE agrees that it will not, without the prior written permission of the affected company, (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 WESTERN or any of its ASSOCIATED COMPANIES or used by WESTERN 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 is a product or service of WESTERN or any of its ASSOCIATED COMPANIES, or is made in accordance with or utilizes any information or documentation of WESTERN or any of its ASSOCIATED COMPANIES.

5.05 Neither the execution of this agreement nor anything in it or in LICENSED SOFTWARE shall be construed as (i) an obligation upon WESTERN or any of its ASSOCIATED COMPANIES to furnish any person, including LICENSEE, any assistance of any kind whatsoever, or any information or documentation other than the software to be furnished pursuant to Section 2.02, or (ii) providing or implying any arrangement or understanding that WESTERN or any of its ASSOCIATED COMPANIES will make any purchase or lease.

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5.06 (a) LICENSEE agrees that it shall hold LICENSED SOFTWARE in confidence for WESTERN and its ASSOCIATED COMPANIES. LICENSEE further agrees that it shall not make any disclosure of LICENSED SOFTWARE (including methods or concepts utilized therein) to anyone, except to employees of LICENSEE to whom such disclosure is necessary to the use for which rights are granted hereunder. LICENSEE 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 such employee.

(b) Notwithstanding the provisions of Section 5.06(a), LICENSEE may distribute copies of LICENSED SOFTWARE to third parties having licenses for UNIX System V of equivalent scope herewith from WESTERN or any of its AFFILIATES, provided that LICENSEE first verifies the status of any such third party in accordance with specific instructions issued by WESTERN. Such instructions may be obtained on request from WESTERN at the correspondence address specified in Section 5.11. LICENSEE may also obtain LICENSED SOFTWARE from such a third party.

5.07 The obligations of LICENSEE and its 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 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 or its employees.

5.08 LICENSEE agrees that it will not use LICENSED SOFTWARE except as authorized herein, that it will not make, have made, permit to be made or distribute any copies of 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 LICENSED SOFTWARE.

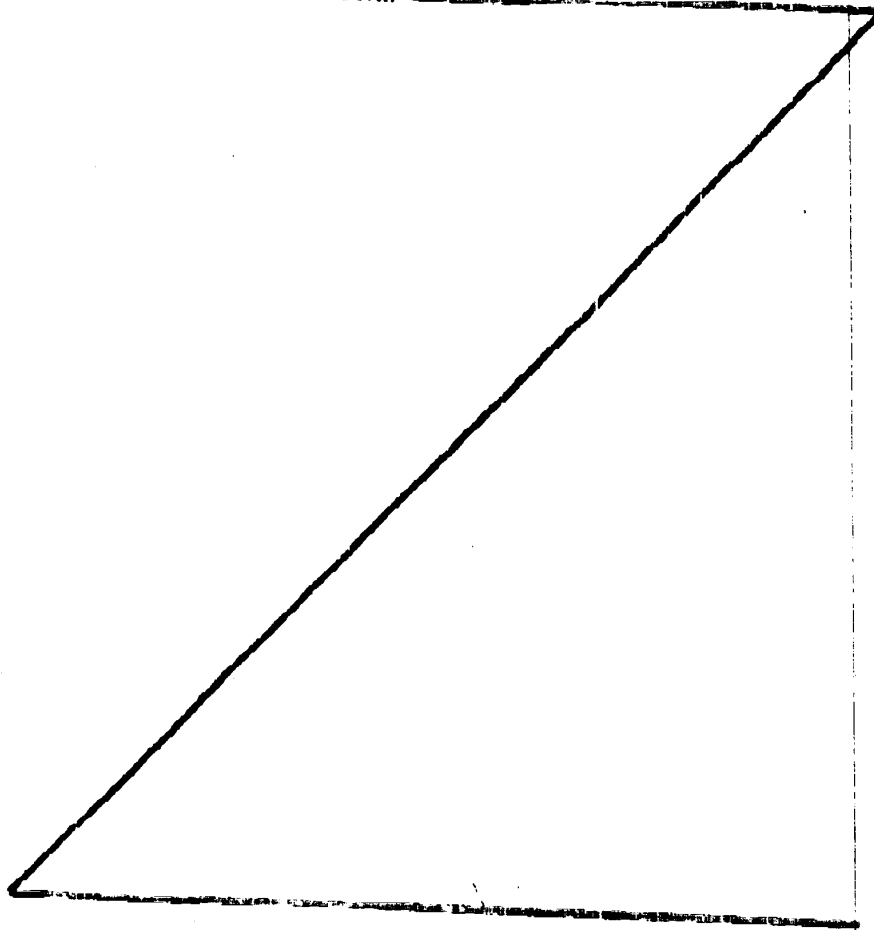
5.09 Neither this agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable.

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

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 shall be applicable unless such provision is expressly accepted in writing by WESTERN.

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.

of AT&T TECHNOLOGIES, INC., formerly
WESTERN ELECTRIC COMPANY, INCORPORATED

By *[Signature]*
Manager, Software Sales and Marketing

Date... 2-29-84

[Signature]

By

Title.....

Date... 2/29/87

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DEFINITIONS APPENDIX

AFFILIATES of WESTERN means **SUBSIDIARIES of WESTERN**, American Telephone and Telegraph Company, a New York corporation ("AT&T"), and **SUBSIDIARIES of AT&T** other than **WESTERN** and its **SUBSIDIARIES**.

ASSOCIATED COMPANIES of WESTERN means **AFFILIATES of WESTERN**, Cincinnati Bell Inc., an Ohio corporation, The Southern New England Telephone Company, a Connecticut corporation and their **SUBSIDIARIES**. The term also means former **SUBSIDIARIES of AT&T** which ceased to be **SUBSIDIARIES of AT&T** after July 1, 1983.

COMPUTER PROGRAM means any instruction or instructions, in source-code or object-code format, for controlling the operation of a CPU.

CPU means central processing unit.

DESIGNATED CPU means any **SOURCE CPU** or **OBJECT CPU**.

LICENSED SOFTWARE means all or any part of the materials such as **COMPUTER PROGRAMS**, other information used or interpreted by any such **COMPUTER PROGRAM** and documentation:

- (i) furnished to **LICENSEE** by **WESTERN** or one of its **AFFILIATES** pursuant to Section 2.02 of this agreement;
- (ii) furnished to **LICENSEE** by someone other than **WESTERN** or one of its **AFFILIATES** but copied from or based on any version of software listed in the attached or any subsequent issue of the Software List for **UNIX System V**;
- (iii) furnished to **LICENSEE** by **WESTERN** or one of its **AFFILIATES** in conjunction with any provision of support services for any version of software listed in the attached or any subsequent issue of the Software List for **UNIX System V**; or
- (iv) prepared by **LICENSEE** as a copy of or a work based on any of the materials furnished under (i), (ii) or (iii).

OBJECT CPU means any CPU that becomes such pursuant to Section 2.01 (c).

OBJECT SOFTWARE means a portion of **LICENSED SOFTWARE** in which all **COMPUTER PROGRAMS** are in object-code format, except that if a Schedule furnished to **LICENSEE** for **LICENSED SOFTWARE** contains a section entitled "Object Software", **OBJECT SOFTWARE** means a portion of **LICENSED SOFTWARE** in which the only **COMPUTER PROGRAMS** in source-code format are those contained in the files listed in such section and all other **COMPUTER PROGRAMS** are in object-code format.

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OTHER SOFTWARE means, with respect to a CPU, any of the following types of software for which LICENSEE is also licensed (other than solely for use of object code on such CPU) pursuant to another Software Agreement between WESTERN or an AFFILIATE thereof and LICENSEE:

UNIX Time-Sharing System, Sixth Edition ("V6")
UNIX Time-Sharing System, Seventh Edition ("V7")
UNIX Programmer's Workbench System, Edition 1.0 ("PWB")
UNIX 32V Time-Sharing System, Version 1.0 ("32V")

SOURCE CPU means any CPU that becomes such pursuant to Section 2.01(c).

SUBSIDIARY means a company the majority of whose stock entitled to vote for election of directors is now or hereafter controlled by the parent company either directly or indirectly, but any such company shall be deemed to be a SUBSIDIARY only so long as such control exists.

Sys.V-List-101

Software List
for
UNIX* System V
October 15, 1983

Version	Distribution Fee
UNIX System V, 11/780 Version, Release 1.1 (Also runs on 11/750)	\$400
UNIX System V, 11/70 Version, Release 1.1	\$400
UNIX System III, 11/780 Version	\$400
UNIX System III, 11/70 Version (Also runs on 11/45)	\$400
UNIX System III, 11/44 Version	\$400
UNIX System III, 11/34 Version	\$400
UNIX System III, 11/23 Version (Distributed on 2 RL02 Disks)	\$400
UNIX 32V Time-Sharing System, Version 1.0 (Runs on 11/780)	\$400
UNIX Time-Sharing System, Seventh Edition (Runs on 11/45, 11/70)	\$400
UNIX Time-Sharing System, Sixth Edition (Runs on 11/24, 11/40, 11/45, 11/70)	NA #
UNIX Programmer's Workbench System, Edition 1.0 (Runs on 11/45, 11/70)	\$400
UNIX Mini Time-Sharing System, Version 6 (Runs on 11/10, 11/20, 11/34, 11/40)	NA #

*UNIX is a trademark of AT&T Bell Laboratories.

No longer available from AT&T Technologies, Inc., or its affiliates.