AT&T TECHNOLOGIES, INC.
SUBLICENSING AGREEMENT

1. AT&T TECHNOLOGIES, INC., a New York corporation ("...&T"), having an office at 1 Oak Way, Berkeley Heights, New Jersey 07922, and SEQUENT COMPUTER SYSTEMS, INC., a Delaware corporation

having an office at   14350 N. W. Science Park Drive, Portland, Oregon 97229,

for itself and its SUBSIDIARIES (collectively referred to herein as "LICENSEE") agree that, after execution of this Sublicensing Agreement by LICENSEE and acceptance of this Sublicensing Agreement by AT&T, the terms and conditions set forth on pages 1 through 9 of this Sublicensing Agreement shall apply to the SOFTWARE PRODUCTS subject to Software Agreement Number between AT&T and LICENSEE ("the Software Agreement").
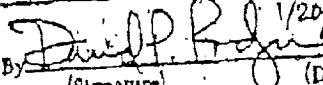
2. The discount percentage applicable to per-copy fees payable hereunder shall be ___% during the initial period. The advance commitment for the initial period shall be $ _____   (See Section 4.02).

3. Except as otherwise specifically provided herein, all the provisions of the Software Agreement remain in full force and effect.

4. This Sublicensing Agreement, together with the Software Agreement and its Supplement(s), 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 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 an authorized representative of AT&T.

Accepted by:

SEQUENT COMPUTER SYSTEMS, INC.	AT&T TECHNOLOGIES, INC.
By _David P. Rodgers_ 1/20/86	By _O. L. Wilson_ JAN 28 1986
(Signature) (Date)	(Signature) (Date)
DAVID P. RODGERS	O. L. WILSON
(Type or print name)	(Type or print name)
VICE-PRESIDENT	Manager, Software Sales and Marketing
(Title)	(Title)

I. DEFINITIONS

1.01 The terms "CPU", "COMPUTER PROGRAM", "SOFTWARE PRODUCT" and "SUBSIDIARIES" are defined in the Software Agreement.

1.02 AUTHORIZED COPIER means a DISTRIBUTOR authorized by LICENSEE to make copies of SUBLICENSED PRODUCTS.

1.03 DISTRIBUTOR means an entity authorized by LICENSEE or another DISTRIBUTOR to receive copies of SUBLICENSED PRODUCTS from LICENSEE or another DISTRIBUTOR and furnish such copies to customers and/or other DISTRIBUTORS.

1.04 SUBLICENSED PRODUCT means (i) COMPUTER PROGRAMS in object code format based on a SOFTWARE PRODUCT subject to the Software Agreement and (ii) any other materials identified in the "Sublicensing" section of the Schedule for such SOFTWARE PRODUCT.

II. GRANT OF RIGHTS

2.01 Notwithstanding any provisions to the contrary in the Software Agreement, AT&T grants to LICENSEE personal, nontransferable and nonexclusive rights:

(a) to make copies of SUBLICENSED PRODUCTS and to furnish, either directly or through DISTRIBUTORS, such copies of SUBLICENSED PRODUCTS to customers anywhere in the world (subject to U.S. government export restrictions) for use on customer CPUs solely for each such customer's internal business purposes, provided that the entity (LICENSEE or a DISTRIBUTOR) furnishing the SUBLICENSED PRODUCTS obtains agreement as specified in Section 2.02 from such a customer, before or at the time of furnishing each copy of a SUBLICENSED PRODUCT, that:

   (i) only a personal, nontransferable and nonexclusive right to use such copy of the SUBLICENSED PRODUCT on one CPU at a time is granted to such customer;

   (ii) no title to the intellectual property in the SUBLICENSED PRODUCT is transferred to such customer;

   (iii) such customer will not copy the SUBLICENSED PRODUCT except as necessary to use such SUBLICENSED PRODUCT on such one CPU;

(iv) such customer will not transfer the SUBLICEN   DUCT to
any other party except as authorized by the a   nusing the
SUBLICENSED PRODUCT;

(v) such customer will not export or re-export the SUBLICENSED
PRODUCT without the appropriate United States or foreign
government licenses;

(vi) such customer will not reverse compile or disassemble the
SUBLICENSED PRODUCT;

(b) to use SUBLICENSED PRODUCTS on LICENSEE'S CPUs solely for
LICENSEE'S own internal business purposes; and

(c) to use, and to permit DISTRIBUTORS to use, SUBLICENSED
PRODUCTS without fee solely for testing CPUs that are to be delivered
to customers and for demonstrating SUBLICENSED PRODUCTS to
prospective customers.

2.02 In the United States and in other jurisdictions where an enforceable
copyright covering the COMPUTER PROGRAMS of the SUBLICENSED
PRODUCT exists, the agreement specified in Section 2.01(a) may be a written
agreement signed by the customer or a written agreement on the package
containing the SUBLICENSED PRODUCT that is fully visible to the customer
and that the customer accepts by opening the package. In all other jurisdictions
such agreement must be a written agreement signed by the customer. AT&T does
not undertake to inform LICENSEE of the jurisdictions where such copyright
exists.

2.03 LICENSEE shall require each DISTRIBUTOR to enter into a written
agreement with its supplier of SUBLICENSED PRODUCTS (LICENSEE or
another DISTRIBUTOR) before any SUBLICENSED PRODUCT is furnished to
such DISTRIBUTOR. Such agreement shall include provisions consistent with
and containing the relevant substance of Sections 2.01, 2.02, 2.04, 2.07, this Section
2.03 and Section 3.05 of this Sublicensing Agreement. For a DISTRIBUTOR who
is also to be an AUTHORIZED COPIER, such agreement shall also include
provisions consistent with and containing the relevant substance of Sections 2.05,
2.08, 2.10 and 5.01 of this Sublicensing Agreement.

2.04 DISTRIBUTORS who are not also AUTHORIZED COPIERS may not
make copies of SUBLICENSED PRODUCTS, but may furnish to customers
copies of SUBLICENSED PRODUCTS furnished to such DISTRIBUTOR by
LICENSEE or other DISTRIBUTORS. In such cases the product name appearing
on such copies shall not be deleted or altered by such a DISTRIBUTOR.

2.05 (a) ... DISTRIBUTOR who is also an AUTHORIZED ... may ... one for modify and make copies of SUBLICENSED PRODUCTS to appear on such copies (consonant with the provisions of Section 2.10), and furnish such copies to customers and other DISTRIBUTORS,

(b) If an AUTHORIZED COPIER also has been granted a right to use a SOFTWARE PRODUCT, either as a licensee of AT&T (or of a corporate affiliate thereof) or as a contractor of LICENSEE (in accordance with requirements of AT&T), such AUTHORIZED COPIER may use such SOFTWARE PRODUCT to modify a SUBLICENSED PRODUCT derived from such SOFTWARE PRODUCT. If LICENSEE and such AUTHORIZED COPIER agree in writing that all right, title and interest in the resulting modifications belong to LICENSEE, then copies of such modified SUBLICENSED PRODUCT may be furnished to such customers and fees for such copies may be paid to AT&T pursuant to this Sublicensing Agreement. However, if all right, title and interest in the resulting modifications do not belong to LICENSEE then such AUTHORIZED COPIER must be a licensee of AT&T (or of a corporate affiliate thereof) for such SOFTWARE PRODUCT and copies of such modified SUBLICENSED PRODUCT must be furnished to customers and fees must be paid to AT&T only pursuant to a Sublicensing Agreement between AT&T and such AUTHORIZED COPIER, even if the version of such SOFTWARE PRODUCT used by such AUTHORIZED COPIER is furnished to such AUTHORIZED COPIER by LICENSEE. Regardless of which Sublicensing Agreement is involved in furnishing a copy of a SUBLICENSED PRODUCT to a customer, only one fee shall be collected by AT&T for such copy.

2.06 LICENSEE shall use its best efforts to enforce the agreements with DISTRIBUTORS and customers specified in this Sublicensing Agreement.

2.07 If a DISTRIBUTOR fails to fulfill one or more of its obligations under the agreement required by Section 2.03, AT&T may, upon its election and in addition to any other remedies that it may have, at any time notify LICENSEE in writing of such breach and require LICENSEE to terminate all the rights granted in such agreement by not less than two (2) months' written notice to such DISTRIBUTOR specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied; upon such termination such DISTRIBUTOR shall within thirty (30) days immediately discontinue use of and return or destroy all copies of SUBLICENSED PRODUCTS in its possession.

2.08 (a) Any notice acknowledging a contribution of a third party appearing in a SOFTWARE PRODUCT shall be included in corresponding portions of SUBLICENSED PRODUCTS made by LICENSEE or AUTHORIZED COPIERS.

(b) E.......on of a SUBLICENSED PRODUCT shall incl......ropriate copyright notice. Such copyright notice may be the copyright r-notice appearing in or on the corresponding portions of the SOFTWARE...RODUCT on which such SUBLICENSED PRODUCT is based or, if copyrightable changes are made in developing such SUBLICENSED PRODUCT, a copyright notice identifying the owner of such changes.

2.09 In certain cases AT&T may make copies of software materials available on appropriate media for purchase by LICENSEE for distribution by LICENSEE as SUBLICENSED PRODUCTS. However, purchase of such copies shall not relieve LICENSEE of its obligation to pay fees under this Sublicensing Agreement for such SUBLICENSED PRODUCTS.

2.10 No right is granted hereunder or under the Software Agreement to use any trademark of AT&T (or a corporate affiliate thereof) in the name of the SUBLICENSED PRODUCTS offered or furnished to customers by LICENSEE or DISTRIBUTORS. However, LICENSEE and DISTRIBUTORS may state in advertising, publicity, packaging, labeling or otherwise that a SUBLICENSED PRODUCT is derived from AT&T'S software under license from AT&T and identify such software (including any trademark, provided the proprietor of the trademark is appropriately identified). LICENSEE agrees, for itself and its DISTRIBUTORS, not to use a name or trademark for a SUBLICENSED PRODUCT that is confusingly similar to a name or trademark used by AT&T (or a corporate affiliate thereof).

III. TERM

3.01 This Sublicensing Agreement shall become effective for an initial period that expires one year from the end of the quarter (ending March 31st, June 30th, September 30th or December 31st) during which this Sublicensing Agreement is accepted.

3.02 Unless LICENSEE notifies AT&T in writing or AT&T notifies LICENSEE in writing at least thirty (30) days before the expiration date established in Section 3.01 that such party does not wish renewal, this Sublicensing Agreement shall be renewed automatically for an additional one-year period and shall continue to be renewed in such a manner from year to year. Alternatively, new one-year periods may be initiated as specified in Section 4.02(d).

3.03 If LICENSEE fails to fulfill one or more of its obligations under this Sublicensing Agreement or the Software 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 and under the Software Agreement 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 LICENSEE shall immediately discontinue use of and return or destroy all copies of SOFTWARE PRODUCTS covered by the Software Agreement and immediately discontinue distribution and use of and destroy all copies of SUBLICENSED PRODUCTS in its possession.

3.04 ... ~~~ ther the expiration of this Sublicensing Agreement nor the termination of LICENSEE'S rights hereunder shall relieve LICENSEE of its obligation to pay any fees ~~~ under. In the event of termination of LICENSEE ~~~ hereunder, all fees that LICENSEE has become obligated to pay be ~~~ all become immediately due and payable.

3.05 LICENSEE agrees that when a SUBSIDIARY'S or a DISTRIBUTOR'S relationship to LICENSEE changes so that it is no longer a SUBSIDIARY or a DISTRIBUTOR of LICENSEE, all rights of such former SUBSIDIARY or DISTRIBUTOR under this Sublicensing Agreement shall immediately cease, and such former SUBSIDIARY or DISTRIBUTOR shall return to LICENSEE or destroy all copies of SUBLICENSED PRODUCTS for which per-copy fees have not been paid to AT&T. However, such former SUBSIDIARY or DISTRIBUTOR may continue to use copies of SUBLICENSED PRODUCTS for which per-copy fees have been paid on the same basis that a customer may use copies of SUBLICENSED PRODUCTS pursuant to Section 2.01(a).

IV. FEES AND DISCOUNTS

4.01 (a) For rights granted under this Sublicensing Agreement, LICENSEE shall pay to AT&T, in the manner and at the times specified in Article V, any initial sublicensing fee specified for the SOFTWARE PRODUCT on which a SUBLICENSED PRODUCT is based, and a per-copy fee for each copy of a SUBLICENSED PRODUCT either (i) furnished by LICENSEE to a customer or to a DISTRIBUTOR, (ii) made by an AUTHORIZED COPIER and furnished by such AUTHORIZED COPIER to a customer or to another DISTRIBUTOR or (iii) put into use by LICENSEE on a CPU of LICENSEE. The amounts of such sublicensing fees are listed in the Schedule for each SOFTWARE PRODUCT.

(b) Amounts paid to AT&T under this Sublicensing Agreement for a copy of a SUBLICENSED PRODUCT furnished to a particular customer shall not be creditable toward any fees payable under any agreement between AT&T (or between a corporate affiliate thereof) and such customer.

(c) Fees paid to AT&T under this Sublicensing Agreement shall not be creditable toward fees that become payable under the Software Agreement. Fees paid under the Software Agreement shall not be creditable toward fees that become payable under this Sublicensing Agreement.

(d) No additional fee is payable for the transfer of a SUBLICENSED PRODUCT from one customer to another customer in conjunction with the transfer of a CPU between such customers, provided that the first customer does not retain any portion of the SUBLICENSED PRODUCT after such transfer and that agreement of the second customer is obtained in accordance with Sections 2.01 and 2.02. Such transfer of a SUBLICENSED PRODUCT may result from, for example, a sale of a CPU by the first customer to the second customer or the termination of a lease with the first customer for a CPU and the execution of a new lease with the second customer for such CPU.

(e) No additional fee is payable for the transfer of a SUBLICENSED PRODUCT from one CPU of LICENSEE to another or the transfer of a SUBLICENSED PRODUCT from one CPU of a customer to another CPU of the same customer.

4.02 (... discount percentage applicable during the initial period referred to in
Section 2 is based on LICENSEE'S advance commitment to pay a specified
minimum amount of discounted per-copy fees for ... CENSED
PRODUCTS furnished or put into use during such initial ... such
commitment is made, no discount shall be available during the ... od. The
discount percentage and the advance commitment, if any, for the initial period are set
forth on page 1 of this Sublicensing Agreement. The discount percentage applicable
during each additional one-year period referred to in Section 5.02 shall be based either
on LICENSEE'S advance commitment to pay a specified minimum total amount of
discounted per-copy fees for such additional one-year period or on the actual total of
such fees payable for the preceding period, as LICENSEE shall elect.

(b) Such discount percentage shall be two percent (2%) for each whole one
hundred thousand dollars ($100,000.00) of either the advance commitment or the
actual total for the preceding period, as the case may be, up to a maximum of sixty
percent (60%).

(c) If LICENSEE elects to base its discount percentage for a forthcoming
additional period on its advance commitment, LICENSEE shall notify AT&T in
writing of the amount of such advance commitment before the end of the preceding
period. If such notification is not received by such time, such discount percentage
shall be based on the actual total of discounted per-copy fees payable for the
preceding period.

(d) An advance commitment may not be reduced. However, LICENSEE may at
any time request of AT&T in writing that the then-current initial period or additional
one-year period be terminated and that a new one-year period be started, beginning
with the next quarter, for which new period LICENSEE shall make an advance
commitment corresponding to a higher discount percentage than that currently
applicable. Such request will be subject to AT&T's acceptance. In the case of such
termination and start of a new period, the discount percentage for the terminated
period shall apply to all transactions occurring before the end of such period.

4.09 The section of the Software Agreement relating to taxes shall apply to fees
payable under this Sublicensing Agreement.

V. REPORTS AND PAYMENTS

5.01 (a) LICENSEE shall keep full, clear and accurate records of the number of
copies of each SUBLICENSED PRODUCT furnished by it and AUTHORIZED
COPIERS to other DISTRIBUTORS and customers and put into use on
LICENSEE'S CPU.

(b) Each AUTHORIZED COPIER shall keep full, clear and accurate records of
the number of copies of each SUBLICENSED PRODUCT furnished by it to other
DISTRIBUTORS and customers.

(c) Each AUTHORIZED COPIER shall furnish a statement at least quarterly to
LICENSEE identifying the number of copies recorded according to Section 5.01(b)
since the previous such statement was furnished.

(d) LICENSEE shall keep full, clear and accurate records of the identities and
locations of AUTHORIZED COPIERS.

(c) AT&T shall have the right through its accredited auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually, of all records kept pursuant to this Agreement by LICENSEE and AUTHORIZED COPIERS and such other records as may under recognized accounting practices contain information bearing upon the amounts of fees payable to it under this Sublicensing Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

5.02 (a) LICENSEE shall notify AT&T in writing at least thirty (30) days in advance of the date LICENSEE intends to begin furnishing copies of a SUBLICENSED PRODUCT to customers or DISTRIBUTORS or putting any such copies into use on LICENSEE'S CPUs. Before such date LICENSEE shall pay to AT&T any initial sublicensing fee specified for the SOFTWARE PRODUCT on which such SUBLICENSED PRODUCT is based. Discount percentages established under Section 4.02 do not apply to initial sublicensing fees.

(b) Within thirty (30) days after the end of each quarter ending on March 31st, June 30th, September 30th or December 31st, commencing with the quarter during which this Sublicensing Agreement first becomes effective, LICENSEE shall furnish to AT&T a statement, in form acceptable to AT&T, certified by an authorized representative of LICENSEE, identifying the number of copies of each SUBLICENSED PRODUCT furnished by it and AUTHORIZED COPIERS or put into use on LICENSEE'S CPUs, the SOFTWARE PRODUCT on which each such SUBLICENSED PRODUCT is based, the per-copy fees for such copies and the net fees payable after the applicable discount percentage is taken into account. If the per-copy fees for a particular SUBLICENSED PRODUCT are based on a characteristic such as number of users supported, information on such characteristic for the copies of such SUBLICENSED PRODUCT furnished or put into use shall also be included in such statement. Each SUBLICENSED PRODUCT for which LICENSEE has given notice to AT&T pursuant to Section 5.02(a) shall be covered by such statement. In each such statement, LICENSEE shall also fully identify any AUTHORIZED COPIER added or terminated during the quarter covered by such statement.

(c) Within such thirty (30) days LICENSEE shall, irrespective of its own business and accounting methods, pay to AT&T the net fees payable for such quarter as shown in the statement required by Section 5.02(b), except that if the applicable discount percentage is based on an advance commitment for a period, LICENSEE shall pay the net fees payable for such quarter plus any additional amount necessary for the total of amounts paid for each period after the first, second, third and fourth full quarters thereof to be, respectively, one-quarter, one-half, three-quarters and the full amount of such advance commitment. Any such additional amount paid during a period shall be creditable against net fees payable later in the same period, but no such additional amount remaining at the end of the fourth full quarter of a period shall be refunded or creditable against any other amounts payable to AT&T. If AT&T accepts a new one-year period pursuant to Section 4.02(d), no such additional amount remaining at the end of the last full quarter of the terminated period shall be refunded or creditable against any other amounts payable to AT&T.

(d) LICENSEE shall furnish whatever additional infor~~~~ ~T may
reasonably prescribe from time to time to enable AT&T to ascer~ ~mount of
fees payable pursuant hereto.

5.03 Payments provided for in this Sublicensing Agreement shall, when
overdue, be subject to a late payment charge calculated at an annual rate of one
percent (1%) over the posted prime rate or successive posted prime rates in effect in
New York City during delinquency; provided, however, that if the amount of such
late payment charge exceeds the maximum permitted by law for such charge, such
charge shall be reduced to such maximum amount.

VI. MISCELLANEOUS PROVISIONS

6.01 Neither this Sublicensing Agreement nor any rights hereunder, in whole or
in part, shall be assignable or otherwise transferable by LICENSEE and any
purported assignment or transfer shall be null and void.

6.02 (a) Payments to AT&T under this Sublicensing Agreement shall be made
payable and sent to:

AT&T TECHNOLOGIES, INC.
P.O. Box 65080
Charlotte, North Carolina 28265

(b) Correspondence with AT&T relating to this Sublicensing Agreement shall be
sent to:

AT&T TECHNOLOGIES, INC.
Software Sales and Marketing Organization.
P.O. Box 25000
Greensboro, North Carolina 27420

(c) Any payment, statement, notice, request or other communication 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
specified in this Sublicensing Agreement or to AT&T at the appropriate address
specified in this Section 6.02. Each party to this Sublicensing Agreement may
change an address relating to it by written notice to the other party.

6.03 The limited grant of rights under patents in the Software Agreement
applies to any use permitted under Section 2.01 of this Sublicensing Agreement.

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

6.05 The construction and performance of this Sublicensing Agreement shall be
governed by the law of the State of New York.

Page 9 of 9