AT&T
Technology Systems

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FEB 21 1985

DIGITAL EQUIPMENT CORPORATION
146 Main Street
Maynard, Massachusetts 01754

Gentlemen:

Re: Software Agreement SOFT-00092, Sublicensing Agreement
     SUB-00092A and Substitution Agreement XFER-00092B Between
     AT&T Technologies, Inc. ("AT&T") and Digital Equipment
     Corporation ("DIGITAL")

This letter agreement states understandings between AT&T and DIGITAL
relating to SOFTWARE PRODUCTS and SUBLICENSED PRODUCTS subject to the
referenced agreements and amends certain sections in such agreements.

A. Software Agreement

1. DIGITAL has requested that its contractors be permitted to use
    SOFTWARE PRODUCTS pursuant to the Software Agreement.

    Accordingly, notwithstanding any provision to the contrary in
    the Software Agreement, including Section 7.05(a), it is
    agreed that, subject to the conditions set forth herein, the
    rights granted in Section 2.01 of the Software Agreement be
    extended to permit DIGITAL to provide access to and allow use
    of SOFTWARE PRODUCTS by its contractors.

    Such use may be on DIGITAL'S DESIGNATED CPUs or on such
    contractors' CPUs that DIGITAL designates as additional
    DESIGNATED CPUs pursuant to Section 2.03 of the Software
    Agreement. Such use by contractors will be deemed to be for
    DIGITAL'S own internal business purposes. If such use is on a
    contractor's CPU, DIGITAL may furnish a copy of a SOFTWARE
    PRODUCT to such contractor. DIGITAL shall secure from each
    such contractor, at the time of or before providing access to
    or furnishing any copy of a SOFTWARE PRODUCT, the agreement of
    such contractor in writing that any claim, demand or right of
    action arising on behalf of such contractor from access to or
    use of the SOFTWARE PRODUCT, shall be solely against DIGITAL
    and that such contractor agrees to the same obligations and
    responsibilities as to confidentiality and other restrictions
    pertaining to the use of the SOFTWARE PRODUCT as those

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undertaken by DIGITAL under the Software Agreement. Each such
agreement shall also provide that, when a contractor's work
for DIGITAL is completed, all copies of the SOFTWARE PRODUCT
and any software derived from or developed with the use of a
SOFTWARE PRODUCT shall be returned to DIGITAL by such
contractor and such contractor shall erase any such software
from any storage element or apparatus. Copies of such
agreements with contractors shall be provided to AT&T at its
request. However, portions of such agreements not required by
this paragraph may be deleted.

2. Regarding Sections 2.01 and 4.01, AT&T will consider extending
    rights granted under Section 2.01 to include use of SOFTWARE
    PRODUCTS in countries other than the United States and giving
    written consent under Section 4.01 to export SOFTWARE PRODUCTS
    to such countries when specific needs arise. In the case of
    additional DESIGNATED CPUs in such countries such extension
    and consents will be given by the Supplements for such CPUs
    prepared in accordance with Section 2.03. In the case of
    DIGITAL'S export of modified SOFTWARE PRODUCTS to AT&T'S
    source licensees in such countries such consents will be given
    by an appropriate writing consistent with Section 7.06(b).
    AT&T is presently willing to grant such rights for the
    countries DIGITAL has requested, namely, the countries of the
    European Economic Community (Belgium, France, Federal Republic
    of Germany, Italy, Luxembourg, The Netherlands, United
    Kingdom, Ireland, Denmark and Greece), Australia, Canada,
    Finland, Hong Kong, Japan, Sweden, Switzerland, and
    Singapore. AT&T will not unreasonably withhold such
    permission for such listed countries or for other countries
    that DIGITAL may identify. AT&T'S principal concerns in this
    regard are the laws of the recipient country relating to
    protection of software and of the U. S. relating to export
    control. Certain SOFTWARE PRODUCTS may contain material that
    we believe necessitates obtaining a validated export license.

3. Regarding Section 2.01 of the referenced Software Agreement
    and DIGITAL'S rights in derivative works prepared by DIGITAL
    based on SOFTWARE PRODUCTS, DIGITAL does not have all right,
    title and interest in such derivative works if such derivative
    works include any code or embody any confidential and
    proprietary concepts used in a SOFTWARE PRODUCT. Copies of
    such derivative works may be furnished to DIGITAL'S customers
    as SUBLICENSED PRODUCTS under the Sublicensing Agreement. If
    in creating a derivative work DIGITAL uses a SOFTWARE PRODUCT
    solely as a tool, and such derivative work does not include
    any of the code or embody any confidential and proprietary
    methods and concepts used in the SOFTWARE PRODUCT, DIGITAL
    shall have all right, title and interest in such derivative
    work and such derivative work will not be subject to the

provisions of the Software Agreement. If such derivative work does include any code or embody any confidential and proprietary methods and concepts used in a SOFTWARE PRODUCT, DIGITAL shall have a property right in such derivative work to the extent of any modifications made by DIGITAL, but the exercise of that property right is subject to the terms of the Software and Sublicensing Agreements.

4. Regarding Section 2.03, Supplements relating only to changes, such as replacements or additions, in DESIGNATED CPUs (except DESIGNATED CPUs of DIGITAL'S contractors and the first DESIGNATED CPU in each country other than the United States) and not relating to the addition of SOFTWARE PRODUCTS may be prepared, executed and accepted after the effective date of each such change. DIGITAL shall notify AT&T in writing of, and pay to AT&T the appropriate fee for, each such change within thirty (30) days of putting the change into effect. After receipt of such notice and payment AT&T will prepare a Supplement retroactive to the effective date of the change for execution by DIGITAL and acceptance by AT&T. DIGITAL agrees to execute such Supplements promptly. Supplements for DESIGNATED CPUS of DIGITAL'S contractors and the first DESIGNATED CPU in each country other than the United States shall be prepared, executed and accepted before the effective date in accordance with Section 2.03.

5. Regarding Section 5.04, AT&T maintains a list of the states that it believes apply sales and/or use taxes to software. According to such list, New York currently applies such a tax to "canned" programs. If AT&T invoices DIGITAL for a fee due, AT&T will list any applicable tax as a separate item. Payment of such tax will be governed by the terms relating to the payment of the associated fee. If DIGITAL pays a fee that is not invoiced, such as a sublicensing fee, without including an applicable tax, AT&T will issue a separate invoice for such omitted tax. Payment in such cases will be governed by payment terms on the invoice, but payment shall not be required less than thirty (30) days from receipt of the invoice.

6. Regarding Section 6.03 of the Software Agreement and Section 3.03 of the Sublicensing Agreement, in the event that a notice of termination is given to DIGITAL under either agreement and DIGITAL is making reasonable efforts to remedy the breach underlying the giving of such notice but is unable to completely remedy the breach in the specified two-month period, AT&T will then consider a reasonable extension of such period. Such an extension will not be unreasonably withheld.

7. (a) Regarding Section 6.03, AT&T keeps archive copies of its SOFTWARE PRODUCTS. Thus, if DIGITAL'S rights under the Software Agreement are ever terminated and thereafter DIGITAL

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is required to gain access to a SOFTWARE PRODUCT licensed under the Software Agreement, such access can be provided to AT&T'S archive copy under appropriate protective arrangements.

(b) If DIGITAL develops a product that contains portions of a SOFTWARE PRODUCT or SOFTWARE PRODUCTS and DIGITAL'S rights under the Software Agreement are ever terminated, DIGITAL may place such DIGITAL product into escrow with an escrow agent mutually agreed to by DIGITAL and AT&T and pursuant to a suitable escrow agreement entered into by DIGITAL, AT&T and the escrow agent. If DIGITAL is required to gain access to the DIGITAL product, access shall be provided to DIGITAL by the escrow agent after appropriate notice to AT&T. All costs associated with such escrow shall be borne by DIGITAL.

8. Regarding Section 7.01, AT&T'S grant of patent licenses under such section specifically excludes cases where a patent applies because of a modification of a SOFTWARE PRODUCT by DIGITAL, notwithstanding the right to modify granted in Section 2.01.

9. Regarding Section 7.02, it is not AT&T'S intention to include misleading notices in SOFTWARE PRODUCTS. DIGITAL may request clarification from AT&T of anything in a SOFTWARE PRODUCT that appears to conflict with the provisions of the Software Agreement.

10. AT&T is not aware of any patent, trade secret or copyright infringement action against AT&T or its affiliates relating to SOFTWARE PRODUCTS covered by the Software Agreement.

11. (a) Regarding Section 7.06(a), DIGITAL'S level of care shall be that agreed to for previous UNIX* operating systems, namely, the level of care it uses to protect the confidentiality of its own source-code products of a comparable kind to UNIX operating systems.

(b) Further regarding Section 7.06(a) and the documentation listed in Section 2 of the Schedule for UNIX System V, Release 2.0, the documents entitled "UNIX System V - System Release Description" and "UNIX System V - International Release Description" are not presently available to the general public without restriction. All other listed documents are available without restriction.

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

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(c) Regarding Section 7.06(b), under normal circumstances we
will furnish a written confirmation of our oral responses to
your requests to furnish source code to other licensees within
ten (10) working days of the oral response.

D. Sublicensing Agreement

1. Regarding Sections 2.01 and 6.01, the overall rights granted
   to DIGITAL pursuant to Section 2.01 are the rights that
   Section 6.01 refers to as nonassignable and nontransferable.
   However, one of the overall rights granted to DIGITAL under
   Section 2.01 is the right to grant rights to customers to use
   SUBLICENSED PRODUCTS.

2. Regarding Section 2.01(a)(i) and Section 4.01(e), a customer
   may transfer a copy of a SUBLICENSED PRODUCT to another CPU of
   the customer.

3. Regarding Section 2.01(a)(vi), DIGITAL may include the
   restriction required by this section in its Software Product
   Description for a SUBLICENSED PRODUCT instead of the license
   agreement under which the SUBLICENSED PRODUCT is furnished to
   a customer. However, such restriction will be incorporated in
   the next revision of each of DIGITAL'S standard license
   agreements under which SUBLICENSED PRODUCTS are furnished to
   customers.

4. Regarding Section 2.01(b), AT&T agrees to consider a blanket
   fee for internal use of SUBLICENSED PRODUCTS by DIGITAL under
   this section. Such blanket fee will be based on your
   forecasted number of copies of SUBLICENSED PRODUCTS to be used
   for such purpose and, if applicable, the expected number of
   users of such copies. After receipt by AT&T of such forecast,
   AT&T will decide whether to accept such an approach and, if it
   does accept, will quote such blanket fee.

5. Regarding Section 2.01(c), DIGITAL'S obligation to pay a fee
   for a copy of a SUBLICENSED PRODUCT is incurred when such copy
   is furnished to a DISTRIBUTOR or a customer. However, DIGITAL
   has no obligation to pay fees for copies that are used solely
   in pre-sales or post-sales activities. For example, DIGITAL
   need not pay fees for copies carried by an installer until
   such copies are furnished to customers. DIGITAL also need not
   pay fees for copies furnished as replacements for defective
   copies, provided a fee has been paid for the original copy
   replaced.

6. Regarding Section 2.02, DIGITAL shall place a license that a
   customer accepts by opening a package containing the license
   in such a position that the license is fully visible to the
   customer before the package is opened.

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7. Regarding Section 2.10, such section provides that DIGITAL and
its DISTRIBUTORS (including AUTHORIZED COPIERS) may refer to
AT&T trademarks to indicate that their products are derived
from AT&T'S SOFTWARE PRODUCTS, but may not use such trademarks
to identify the derived products. This section serves as the
written permission required by Section 7.04 of the Software
Agreement.

8. Amend Section 3.02, first and second lines, by deleting "or
AT&T notifies LICENSEE in writing", and, third line, by
changing "such party" to --LICENSEE--.

9. Regarding Sections 3.02 and 3.03, if the Sublicensing
Agreement expires pursuant to Section 3.02, DIGITAL'S rights
to use internally-distributed SUBLICENSED PRODUCTS for which
fees have been paid or accrued continue. However, if
DIGITAL'S rights under the Sublicensing Agreement are
terminated pursuant to Section 3.03 because of breach,
DIGITAL'S rights to use such internally-distributed
SUBLICENSED PRODUCTS shall be among the rights terminated.
Rights of DIGITAL'S customers to use copies of properly
furnished SUBLICENSED PRODUCTS shall not be affected by
expiration or termination of DIGITAL'S rights under Sections
3.02 and 3.03 or termination of a DISTRIBUTOR'S rights.

10. Regarding Sections 5.01(e), 5.02(b), and 5.02(d), information
furnished to AT&T pursuant to such sections by DIGITAL or by
AT&T'S auditors shall be used by AT&T only for the purpose of
ascertaining DIGITAL'S compliance with its obligations under
the referenced agreements. AT&T will not disclose such
information to a third party without DIGITAL'S written
permission, except for enforcing the payment provisions of the
Sublicensing Agreement or unless compelled to do so by law or
by a court of competent jurisdiction. Audits will be
conducted by an independent public accounting firm acceptable
to both AT&T and DIGITAL with the costs of such audits to be
shared equally by both parties. So long as an AUTHORIZED
COPIER purchases rights from DIGITAL in advance to make and
furnish copies of SUBLICENSED PRODUCTS and DIGITAL maintains
auditable copies of such purchases, AT&T will forego audits of
such AUTHORIZED COPIER'S records.

C. General

1. AT&T may give permission to include certain portions of a
SOFTWARE PRODUCT in its licensee's derivative works. For
example, AT&T has given such permission for certain run-time
libraries on page 5 of the Schedule for UNIX System V, Release
2.0 attached to the Software Agreement.

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2. Upon request by DIGITAL, AT&T will lend to DIGITAL for
    evaluation purposes a copy of object code for any new SOFTWARE
    PRODUCT that AT&T offers in source-code form and that DIGITAL
    is considering licensing from AT&T in source-code form. Such
    loan will be free of charge, and will be made for a period of
    sixty (60) days under suitable protective arrangements. Such
    object code will be compiled for a CPU type for which such
    SOFTWARE PRODUCT is intended by AT&T.

3. AT&T agrees to give at least ninety (90) days written notice
    of a change of any of the fees for SOFTWARE PRODUCTS or
    SUBLICENSED PRODUCTS covered by the referenced agreements.
    AT&T also agrees that for any SOFTWARE PRODUCT, the per-copy
    sublicensing fees in effect at the start of a period (either
    the initial period under Section 3.01 of the Sublicensing
    Agreement or an additional one-year period under Section 3.02
    or 4.02(d) of such agreement) shall remain in effect for the
    duration of that period. If AT&T gives notice of a coming
    increase in per-copy sublicensing fees and DIGITAL starts a
    new one-year period, either pursuant to Section 3.02 or
    Section 4.02(d) before the increased fees go into effect,
    DIGITAL will thereby "capture" the old fees for the duration
    of the new one-year period. If DIGITAL starts a new one-year
    period pursuant to Section 4.02(d) in response to a coming fee
    increase, its new advance commitment need not correspond to a
    higher discount percentage as required by Section 4.02(d), but
    may be the same as (not lower than) its previous advance
    commitment.

4. AT&T and DIGITAL have discussed problems relating to the
    definitions of "User", "Time Sharing", "Cluster", and
    "Network" as they relate to the determination of fees based on
    the number of users. It is understood that in cases of doubt
    such definitions, the number of users and/or the per-copy
    sublicensing fee for a configuration shall be determined by
    mutual agreement between AT&T and DIGITAL.

5. The restriction in the September 5, 1984 Letter Agreement
    signed by Mr. David W. Frasure (for Mr. O. L. Wilson) for AT&T
    and Mr. J. Smith for DIGITAL that limits use of UNIX System V,
    Release 2.0 and UNIX Documenter's Workbench** Software to two
    CPUs is hereby cancelled. AT&T will prepare additional
    supplements to the referenced Software Agreement covering the
    use of UNIX System V, Release 2.0 and UNIX Documenter's
    Workbench Software on those CPUs that were SOURCE CPUs under

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**Documenter's Workbench is a trademark of AT&T Technologies.

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the December 1, 1981 Software Agreement between Western
Electric Company, Incorporated and Digital Equipment
Corporation relating to UNIX System III and UNIX System V,
Release 1.1 ("the 1981 Agreement"). DIGITAL has paid all
necessary fees and upgrade fees for such use on such CPUs.

6. Regarding the fees specified in the Schedule for UNIX System
    V, Release 2.0, DIGITAL has paid the equivalent of the Initial
    Sublicensing Fee of $25,000.00 specified in Section 1(c)(i) of
    such Schedule in conjunction with its obligations under the
    January 5, 1984 Supplemental Agreement (Customer Provisions)
    between American Telephone and Telegraph Company and Digital
    Equipment Corporation, and has paid for at least two (2)
    Source CPUs under the 1981 Agreement. Therefore DIGITAL is
    now entitled to pay for additional Source CPUs at the rates
    listed in Section 1(a)(iii) of such Schedule. No additional
    notification is required under Section 5.02(a) of the
    Sublicensing Agreement for this SOFTWARE PRODUCT.

7. DIGITAL has neither paid the Initial Sublicensing Fee for UNIX
    Documenter's Workbench Software nor notified AT&T of its
    intent to sublicense such product pursuant to Section 5.02(a)
    of the Sublicensing Agreement.

8. Pursuant to Section 4.02 of the Sublicensing Agreement,
    DIGITAL makes an advance commitment to pay a minimum of
    $200,000.00 of discounted per-copy fees for SUBLICENSED
    PRODUCTS furnished or put into use during the initial period.
    Such advance commitment entitles DIGITAL to a discount
    percentage of four percent (4%) for such period. Such
    discount percentage applied to $208,333.00 of undiscounted
    per-copy fees equals the discounted amount of $200,000.00.

9. AT&T and DIGITAL agree to the payment procedures for per-copy
    fees for SUBLICENSED PRODUCTS set out in the October 15, 1984
    letter from Mr. Thad A. Jackson of DIGITAL to Mr. E. J. Riddle
    of AT&T (copy attached). Such fees are generally referred to
    as "royalties for Object Code licenses" in such letter.
    However, fees for additional DESIGNATED CPUs, generally
    referred to as "Source Code royalties" in such letter will be
    paid according to the relevant provisions of the Software
    Agreement as modified by Paragraph A4 in this letter agreement.

10. AT&T from time to time distributes maintenance and enhancement
    releases to SOFTWARE PRODUCTS. Generally, maintenance
    releases are available without charge to those who are parties
    to a Support Agreement for the relevant product, and for an
    upgrade fee to those who are not parties to such a Support
    Agreement. Enhancement releases are available only for an

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upgrade fee. Regarding past maintenance and enhancement releases, we
have not required payment of additional sublicensing fees when a
licensee passed on object-code versions of such releases to end users
of SUBLICENSED PRODUCTS. However, in the future, when we furnish
enhancement releases with new features we may require our licensees to
pay additional sublicensing fees to upgrade previously distributed
SUBLICENSED PRODUCTS.

Capitalized terms in this letter agreement are defined in the
referenced agreements.

If you agree with the above understandings and amendments, please so
indicate by signing and dating the attached copy of this letter
agreement and returning such copy to us.

                              Very truly yours,

                              AT&T TECHNOLOGIES, INC.

                              By _____
                                 for O. C. Wilson

ACCEPTED AND AGREED TO:

DIGITAL EQUIPMENT CORPORATION

By _____

Title __Vice President, Mfg and Eng__

Date __3/5/85__

Att.