

EXHIBIT 12

SS-Soft. Corp. Supp. A:030184-070185

INTERNATIONAL BUSINESS
MACHINES CORPORATION

Licensee _____
Agreement Number SOFT-00015

Supplement Number 170-00000

**AT&T INFORMATION SYSTEMS INC.
SOFTWARE AGREEMENT SUPPLEMENT**

The CPU(s) listed below are hereby made DESIGNATED CPUs for the following SOFTWARE PRODUCT: UNIX® System V, Release 3.2 (as an upgrade from UNIX System V, Release 3.1)----- subject to the referenced Agreement. A Schedule for such SOFTWARE PRODUCT is attached to this Supplement.

Location	DESIGNATED CPU:	Source or	Fee
SEE ATTACHMENT A	Type Serial No.	Object	\$6,000.00*

*This fee covers use of UNIX System V, Release 3.2 on the DESIGNATED CPUs listed in Attachment A to this Supplement Number 170.

This Supplement is attached to and made a part of the referenced Agreement. Execution and acceptance of such Agreement also constitutes execution and acceptance of this Supplement.

Execution and acceptance of this Supplement follow.

Accepted by:

AT&T INFORMATION
SYSTEMS INC.

LICENSEE
By _____
(Signature) (Date)

By O. L. Wilson JAN 24 1989
(Signature) (Date)

(Type or print name)

O. L. WILSON

(Type or print name)

(Title)

Manager, UNIX® Software Licensing

(Title)

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INTERNATIONAL BUSINESS MACHINES
 CORPORATION
 UNIX® System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION 11400 Burnet Road Austin, Texas 78758	RT PC	161	SOURCE
	RT PC	345	SOURCE
	AT&T 385	001554	SOURCE
	RT PC	329	SOURCE
IBM CORPORATION LAB 2M-18, Building 802 11400 Burnet Road Austin, Texas 78758	IBM RT PC	0000340	SOURCE
	IBM RT PC	0000332	SOURCE
	IBM RT PC	0001436	SOURCE
	IBM RT PC	0001437	SOURCE
	IBM RT PC	0002027	SOURCE
IBM CORPORATION Cambridge Scientific Center 301 Main Street Cambridge, Massachusetts 02142	6150/20	0000877	SOURCE
IBM CORPORATION Los Angeles Scientific Center 31601 Wilshire Boulevard Los Angeles, California 90026-1738	6150/25	0000600	SOURCE
	6150/25	0000846	SOURCE
IBM CORPORATION ACIS Development, MS 35A 1510 Page Mill Road Palo Alto, California 94304	6151	0000353	SOURCE
	6150	0000141	SOURCE
	6150	0000130	SOURCE
	6150	0001165	SOURCE
	6150	0001164	SOURCE
	6150	0001152	SOURCE
	6150	0001161	SOURCE
	6150	0000349	SOURCE
	6150	0000318	SOURCE

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INTERNATIONAL BUSINESS MACHINES
 CORPORATION
 UNIX System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM CORPORATION ACIS Development, MS 35A 3510 Page Mill Road Palo Alto, California 94304	6150	0000317	SOURCE
	6150	0000316	SOURCE
	6150	0000315	SOURCE
	6150	0000299	SOURCE
	6150	0000291	SOURCE
	6150	0000290	SOURCE
	6150	0000289	SOURCE
	6150	0000288	SOURCE
	6150	0000287	SOURCE
	6150	0000286	SOURCE
	6150	0000285	SOURCE
	6150	0000284	SOURCE
	6150	0000283	SOURCE
	6150	0000282	SOURCE
	6150	0000281	SOURCE
	6150	0000279	SOURCE
	6150	0000277	SOURCE

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INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIXP System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION ACIS Development, MS 35A 1510 Page Mill Road Palo Alto, California 94304	615D	0000576	SOURCE
	615D	0000574	SOURCE
	615D	0000573	SOURCE
	615D	0000557	SOURCE
	615D	0000665	SOURCE
	615D	0000664	SOURCE
	615D	0000265	SOURCE
ACIS Development, 6FR/046	615D	0000183	SOURCE
ACIS Development, 6FR/046	615D	0000183	SOURCE
ACIS Development, 6FR/046	615D	0000182	SOURCE
IBM CORPORATION Palo Alto Scientific Center MS 3E 1550 Page Mill Road Palo Alto, California 94304	615D/26	0000590	SOURCE
	615D/020	0003559	SOURCE
	615D/020	0003560	SOURCE
ACSC-LDS ANGELES 3580 Wilshire Boulevard Suite 1910 Los Angeles, California 90010	615D/020	0003512	SOURCE
	615D/025	0000487	SOURCE
ACSC-7FA	615D/025	0001601	SOURCE
ACSC-7FA	615D/025	0000993	SOURCE
IBM CORPORATION 11400 Burnet Road Building 802, Room 3E-71 Austin, Texas 78758	RTPC	26-0000157	SOURCE
	615D	4444	SOURCE
IBM CORPORATION 1322 Space Park Drive Houston, Texas 77058	4361 Model B	60882	SOURCE
	3.		

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INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
BROWN UNIVERSITY 355 George Street IRIS P. O. Box 1846 Providence, Rhode Island 02912	6150	0000854	SOURCE
CAMBRIDGE SCIENTIFIC CENTER 301 Main Street Cambridge, Massachusetts 02142	6150	0000854	SOURCE
	6150	0000192	SOURCE
	6150	0000321	SOURCE
	6150	0000594	SOURCE
	6150	0000198	SOURCE
IBM CORPORATION Department D77/802 11400 Burnet Road Austin, Texas 78758	6150	0000832	SOURCE
	6150	16-0004344	SOURCE
IBM EUROPEAN NETWORKING CENTER Wilckenstr. 1a D 6900 Heidelberg Federal Republic of Germany	6150	50D00229	SOURCE
IBM CORPORATION T. J. Watson Research Center P. O. Box 218 Highway 134 Yorktown, Heights, New York 10598	3081	FF020B9330810000	SOURCE

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INTERNATIONAL BUSINESS MACHINES CORPORATION
 UNIX System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-XXXX

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM JAPAN, LTD. 5-19, Sanbancho Chiyoda-Ku Tokyo 102, Japan	RT/PC 6150-026	26-0001097	SOURCE
SYSTEM/TECHNOLOGY DEV. CORP. Wean Hall 6123 Carnegie-Mellon University Pittsburg, Pennsylvania 15213	RT/PC Mod 25	26-0000708	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION Bldg. 3378, Bldg. 7030-04 Laboratory, Boeblingen Ichdenbacher Strasse 220 7030 Boeblingen / Germany	AT&T 3835/201	W00785	SOURCE
IBM JAPAN, LTD. Educational Systems/ Tokyo Scientific Center Tokyo Research Laboratory 5-19, Sanbancho, Chiyoda-ku Tokyo 102, Japan	6150	26-0003996	SOURCE
BROWN UNIVERSITY 155 George St. IRIS P. O. Box 1846 Providence, RI 02912	6150	0000322	SOURCE
	6150	0000355	SOURCE
IBM T. J. Watson Research Lab Yorktown Heights, NY 10598	4381	12919	SOURCE
IBM-FSD MC 8206 3700 Bay Area Blvd. Houston, TX 77058	6150	0006517	SOURCE

INTERNATIONAL BUSINESS MACHINES
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 UNIX® System V. Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-*****

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION Department 61/802 11400 Burnet Road Austin, Texas 78758	6160	26-0003728	SOURCE
	6160	26-0000220	SOURCE
	6160	26-0000538	SOURCE
IBM CORPORATION Department 78/802 11400 Burnet Road Austin, Texas 78758	6160	26-0000647	SOURCE
	6160	26-00004828	SOURCE
IBM CORPORATION Department 073 Building 802 11400 Burnet Road Austin, Texas 78758	RT 6160	C47	SOURCE
	6160-020	C0138	SOURCE
	RT 6160	C256	SOURCE
	RT 6160	C528	SOURCE
	RT 6160	C1418	SOURCE
	RT 6160	C1425	SOURCE
	RT 6160	C1430	SOURCE
	6160-020	C3878	SOURCE
	6160-020	C3881	SOURCE
	6160-020	C4031	SOURCE
	6160-020	C4312	SOURCE
	RT 6160	C4316	SOURCE
	6160	4857	SOURCE

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INTERNATIONAL BUSINESS MACHINES
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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-*****

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION Department 073 Building 802 11400 Burnet Road Austin, Texas 78758	RT 6150	64652	SOURCE
	RT 6150	64713	SOURCE
	RT 6151	80048	SOURCE
	RT 6151	878	SOURCE
	6151-010	50110	SOURCE
	6150 XT	0085899	SOURCE
	6150 PC	1369759	SOURCE
	6150 XT	8889747	SOURCE
	6150-020	64763	SOURCE
	6150-020	62096	SOURCE
IBM CORPORATION Department 051 Building 802 11400 Burnet Road Austin, Texas 78758	6150	26-0004781	SOURCE
	6150	26-0003670	SOURCE
	6150	26-0004047	SOURCE
IBM CORPORATION JJ217/8002 Research Triangle Park Raleigh, NC	PC/RT	001186	SOURCE
	PC/RT	001860	SOURCE
IBM 8169, 884/2F12 709 Quince Orchard Road Gaithersburg, Maryland 20878 75/884/1044	8580-071	72-7020643	SOURCE
	8580-071	72-7018777	SOURCE
	8560-041	72-8043748	SOURCE
	8170-099	7036514	SOURCE
MITRE CORPORATION Room 3B251 Berlington Road Bedford, MA 01730	8170	7287282	SOURCE

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INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM CORPORATION K52/803 - ARC 650 Harry Road San Jose, California 95120	RT/PC	26-0000404	SOURCE
IBM CORPORATION K52/803 - ARC 650 Harry Road San Jose, California 95120	3001	24195	SOURCE
IBM CORPORATION F66/802 31400 Burnet Road Austin, Texas 78758	6150	3677	SOURCE
IBM CORPORATION D22/802 31400 Burnet Road Austin, Texas 78758	6150	26-0004771	SOURCE
IBM D05/802 31400 Burnet Road Austin, Texas 78758	6150	26-0003713	SOURCE
	6150	26-0004030	SOURCE
	6150	26-0004735	SOURCE
	6150	26-0004739	SOURCE
	6150	26-0004939	SOURCE
IBM E92/802 31400 Burnet Road Austin, Texas 78758	6150	4148	SOURCE
IBM F42/802 31400 Burnet Road Austin, Texas 78758	6150	26-0003955	SOURCE
	6150	26-0004038	SOURCE

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INTERNATIONAL BUSINESS MACHINES
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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-*****

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM E50/802 11400 Burnet Road Austin, Texas 78758	6181	26-0000859	SOURCE
	6181	26-0000640	SOURCE
	6181	26-0000648	SOURCE
IBM F57/802 11400 Burnet Road Austin, Texas 78758	6150	26-0004741	SOURCE
	6150	26-0003891	SOURCE
IBM D61/802 11600 Burnet Road Austin, Texas 78758	6150	26-0004759	SOURCE
	6150	26-0004323	SOURCE
IBM D77/802 11400 Burnet Road Austin, Texas 78758	6150	26-0003679	SOURCE
	6150	26-0004912	SOURCE
	RT PC	26-0005325	SOURCE
IBM Dept. 535, H4-D4B 30 Saw Mill River Rd. Hawthorne, NY 10532	RT/PC	26-0005325	SOURCE
	RT/PC	26-0002135	SOURCE
IBM CORPORATION 33 Sawmill River Road Hawthorne, New York 10532	6150	26-0004855	SOURCE
IBM F57/802 11400 Burnet Road Austin, Texas 78758			

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-00000

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM T. J. Watson Research Center Room 04-222 Route 134 Yorktown Heights, New York 10598	MiscComp	323	SOURCE
IBM 09A/803 11400 Burnet Road Austin, TX 78758	6150-26	0009234	SOURCE
IBM CORPORATION Industry Systems Product ISP, Bldg. 44 P. O. Box 3332 Danbury, CT 06813	RT/PC	26-0000710	SOURCE
IBM CORPORATION Dept. 073 Bldg. 802 11400 Burnet Road Austin, Texas 78758	6150	077	SOURCE
	6160	0214	SOURCE
	6181	52112	SOURCE
Dept. F57/802 Austin, TX 78578	6151	1060	SOURCE
	6151	1062	SOURCE
061/802 11400 Burnet Road Austin, TX	6150	26-0006039	SOURCE
4-1B/802 11400 Burnet Road Austin, TX	6150	03678	SOURCE

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ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
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<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
YORKTOWN HEIGHTS RES. CTR. Bldg. 801, 35-375 Route 194 New York, NY 10598	SUN 3/3805	619C0743	SOURCE
IBM - ACSC-7FA 3580 Wilshire Blvd. Suite 1010 Los Angeles, CA 90010	6150/020	0002376	SOURCE
IBM CORPORATION 101 Main Street, 7th Floor Cambridge, Massachusetts 02142	6150	6767	SOURCE
	6151	898	SOURCE
	6181	897	SOURCE
	6151	492	SOURCE
	6151	893	SOURCE
	6151	485	SOURCE
	6150	6746	SOURCE
IBM 11400 Burnet Road Austin, Texas 78758	6151	26-0002058	SOURCE
	6151	26-0000174	SOURCE
	6150	26-0003322	SOURCE
	6150	820	SOURCE
	6150	26-0004318	SOURCE
	6150	26-0004763	SOURCE
	6150	26-0004770	SOURCE

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ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
 SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM Room 6003 36 Apple Ridge Road Orchard Park Danbury, Connecticut 06810	PS2/80	72-7001026	SOURCE
	8580-071	72-7024948	SOURCE
	8580-071	72-7038857	SOURCE
	6150-26	26-0007691	SOURCE
	6150-26	26-0007698	SOURCE
	8580-071	72-7037198	SOURCE
	PS2/80	72-7001654	SOURCE
IBM 074/992 11400 Burnet Road Austin, TX 78758	8580-071	72-7037755	SOURCE
	8580-071	72-7001503	SOURCE
	8580-111	72-6005819	SOURCE
IBM 11400 Burnet Road Austin, Texas 78758	6160	26-0004441	SOURCE
	6150	26-0003674	SOURCE
IBM JAPAN, LTD. 5-19, Sanbancho Chiyoda-Ky Tokyo 102, Japan	6150	26-0001096	SOURCE
	6160	26-0003991	SOURCE
IBM T. J. Watson Research Center 27-161 Kitchawan Road, Route 334 Yorktown, New York 10598	6150-001	26-0003582	SOURCE
IBM RESEARCH LAB 4 Saumerstr, 8803 Rueschlikon Switzerland	RT	26-0002220	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM JAPAN 5-19 San Bancho, Chiyod Tokyo, Japan	6150	26-0000887	SOURCE
IBM 079/802 11400 Burnet Road Austin, Texas 78758	6150	6041	SOURCE
IBM T. J. Watson Research, Center 30 Saw Kill River Road Hawthorne, New York 10532	3084	0E4296	SOURCE
IBM ALMADEN RESEARCH LAB 650 Harry Road San Jose, CA 95126	6150	26-0004870	SOURCE
	6150	0000470	SOURCE
IBM 073/802 11400 Burnet Road Austin, TX 78758	6150	3728	SOURCE
IBM JAPAN 5 - 19 San Bancho, Chiyoda-KU Tokyo, Japan	6150	26-0000686	SOURCE
	6150	26-0003893	SOURCE
	6150	26-0003981	SOURCE
	6150	26-0003996	SOURCE
IBM NETWORK SYSTEMS LAB Gaithersburg, MD 20878	6150	26-0004195	SOURCE
IBM FORUM Box 23006 Isafjordsgaten 39, Kista Stockholm, Sweden	6150	53-01226	SOURCE
IBM CORPORATION E60/802 11400 Burnet Road Austin, Texas 78758	6150	26-0005999	SOURCE
	6150	26-0003491	SOURCE
	6150	26-0006008	SOURCE
061/802	6150	4878	SOURCE
IBM-FSD 708 Quince Orchard Rd. 084/2H20 Gaithersburg, MD 20878	6150	26-0006531	SOURCE

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INTERNATIONAL BUSINESS MACHINES CORPORATION
 UNIX System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: 50FY-00015
 SUPPLEMENT NO.: 170-*****

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION F66/002 11400 Burnet Road Austin, Texas 78758	6150	1030	SOURCE
IBM CORPORATION MO-323 30 Saw Mill River Road Hawthorne, New York 10532	SUN 3/180	627C0434	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION D77/802 11400 Burnet Road Austin, TX 78758	IBM 6150	76-0000046	SOURCE
D73/802 11400 Burnet Road Austin, TX 78758	IBM 6150	6652	SOURCE
IBM FSD 708 Quince Orchard Road Gaithersburg, MD 20878	IBM 6150	3592	SOURCE
	IBM 6150	6640	SOURCE
	IBM 6150	6638	SOURCE
	IBM 6150	6148	SOURCE
	IBM 6150	6642	SOURCE
IBM CORPORATION Building 803 11400 Burnet Road Austin, Texas 78758	IBM 6150	6639	SOURCE
	382/300	0003163	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM E50/002 11400 Burnet Road Austin, Texas 78758	6150	26-0006676	SOURCE
	6150	26-0006649	SOURCE
	6150	26-0006074	SOURCE
	6150	26-0005078	SOURCE
	6150	26-0002434	SOURCE
	6150	26-0002263	SOURCE
	6150	26-0002017	SOURCE
	6150	26-0000342	SOURCE
	6150	26-0000049	SOURCE
IBM 36 Apple Ridge Road Orchard Park Danbury, Connecticut 06810	PS/2 8580-071	72-7000165	SOURCE
	8580-071	72-7037200	SOURCE
	PS2/80	72-7036612	SOURCE
	8580-071	72-7036570	SOURCE
	PS/2 8580-071	72-7001679	SOURCE
	PS2/80	72-7001648	SOURCE
	8580-111	72-6005512	SOURCE
	PS2/80	72-7001738	SOURCE
	8580-111	72-6000054	SOURCE
	PS/2 8580-041	72-8001005	SOURCE
	RT PC	A1105007242	SOURCE
	8580-071	72-7037813	SOURCE
	RT PC	A11050071710	SOURCE
	RT PC	A1105004031	SOURCE
	8580-111	72-6005814	SOURCE
	6150	26-0007503	SOURCE
PS/2 8580-041	72-8001051	SOURCE	
RT PC	A1105002618	SOURCE	
PS/2 8580-041	72-8001094	SOURCE	
PS2/80	72-7001722	SOURCE	
IBM D74/092 11400 Burnet Road Austin, TX 78758	8580-071	72-7038777	SOURCE
	8580-111	72-7001504	SOURCE
	PS/2 8580-071	72-7001511	SOURCE
	6150	26-0007501	SOURCE
	8580-111	72-8001011	SOURCE
	8580-111	72-6000323	SOURCE

INTERNATIONAL BUSINESS MACHINES
 CORPORATION
 UNIX System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
 SUPPLEMENT NO.: 170-.....

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM ACIS Development 1510 Page Mill Road Palo Alto, California 94304	6150	0006423	SOURCE
	6150	0006285	SOURCE
	6150	0006421	SOURCE
	6150	0006485	SOURCE
	6150	0006489	SOURCE
	6151	0006183	SOURCE
	PS/2 8560-D41	72-8008326	SOURCE
	PS/2 8560-D41	72-8008341	SOURCE
	PS/2 8560-D41	72-8008523	SOURCE
	B580	6008761	SOURCE
BFR/D46	PS/2 8560-D41	72-8008638	SOURCE
	PS/2 8560-D41	72-8008620	SOURCE
	PS/2 8560-D41	72-8008646	SOURCE
	PS/2 8560-D41	72-8008677	SOURCE
	PS/2 8560-D41	72-8008681	SOURCE
	PS/2 8560-D41	72-8008886	SOURCE
	PS/2 8560-D41	72-8008708	SOURCE
	B580	6008341	SOURCE
	PS/2 8560-D41	72-8008740	SOURCE
	B580	6008766	SOURCE
IBM DS9/802 31400 Burnet Road Austin, Texas 78758	6150	C219	SOURCE
	6150	555	SOURCE
	6151	106	SOURCE
	6151	135	SOURCE
	6150	0001053	SOURCE
	6150	0002294	SOURCE
	6150	0004318	SOURCE
	6150	0004320	SOURCE
	6150	0004773	SOURCE
	6150	0004885	SOURCE
6150	0007280	SOURCE	
6150	0007289	SOURCE	
6150	0007280	SOURCE	
6151	0008015	SOURCE	
6151	0008020	SOURCE	
6151	0008200	SOURCE	
6151	0008068	SOURCE	
6151	0008088	SOURCE	

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 17D-----

<u>LOCATION</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE or OBJECT</u>
IBM M5358 Palo Alto Scientific Ctr. 1530 Page Mill Road Palo Alto, CA 94304	5/370-4381	14872	SOURCE
	5/370-3090	70838	SOURCE
IBM Building 503-07A Route 52 Hopewell Junction, NY 12533	MegaOne	PS 48	SOURCE
IBM JAPAN, LTD. TRL/Workstation Software 6-19, Sanbancho, Chiyoda-ku Tokyo 102, Japan	TOP1	TOP1H001	SOURCE
	TOP1	TOP1H002	SOURCE
	TOP1	TOP1H003	SOURCE
IBM Yorktown Heights Res. Ctr. Bldg. 801, 36-125 Route 134 New York, NY 10598	RT PC 6150	26-0000729	SOURCE
IBM CORPORATION D/3550, Danbury 4 Eagle Rd. & Finance Dr. Danbury, CT 06810	6151	26-0002142	SOURCE
IBM CANADA LTD. Laboratory, Tower 1 995 Don Mills Rd. North York, Ontario Canada M3C 1K3	605D	0004386	SOURCE
IBM CORPORATION 35 Apple Ridge Road Danbury, CT 06810	PS2/80	72-7037824	SOURCE
	PS2/80	72-7037222	SOURCE
	PS2/80	72-7001830	SOURCE
	PS2/80	72-7001836	SOURCE
	PS2/80	72-7001839	SOURCE
	PS2/80	72-7001830	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: S0FT-00015
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
INTERNATIONAL BUSINESS MACHINES CORPORATION E50/802 11400 Burnet Road Austin, Texas 78688	6151	26-000165	SOURCE
	6151	26-0007261	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION 7th Floor 101 Main Street Cambridge, Massachusetts 02142	4867	8000-183	SOURCE
	4867	8000-213	SOURCE
	4867	8000-235	SOURCE
	4867	8000-260	SOURCE
	4867	8000-440	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION D73/802 11400 Burnet Road Austin, Texas 78758	6150	26-0002805	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION 7th Floor 101 Main Street Cambridge, Massachusetts 02142	6150	218	SOURCE
	4867	8000-866	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION AC6/884 708 Quince Orchard Road Gaithersburg, Maryland 20878	6170	701353	SOURCE
	6170	701359	SOURCE
	6170	701381	SOURCE
	8580-071	72-7018837	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION E50/802 11400 Burnet Road Austin, Texas 78688	6150	26-0007658	SOURCE
	6150	26-0007659	SOURCE

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ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM D11/802 11400 Burnet Road Austin, TX 78758	4341-P12	17408	SOURCE
IBM D11/041 11400 Burnet Road Austin, TX 78758	3081	021944	SOURCE
IBM D42/802 11400 Burnet Road Austin, TX 78758	6150	26-0007263	SOURCE
IBM F66/802 11400 Burnet Road Austin, TX 78758	6150	26-0000276	SOURCE
IBM E92/802 11400 Burnet Road Austin, TX 78758	6150	26-0004313	SOURCE
IBM D73/802 11400 Burnet Road Austin, TX 78758	6150	7475	SOURCE

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CORPORATION
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ATTACHMENT A
AGREEMENT NO.: SOFT-00018
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM ACIS Development, MS 35A 3510 Page Mill Road Palo Alto, CA 94304	6160	0001650	SOURCE
IBM HAIFA RESEARCH GROUP Israel Scientific Center Haifa, Israel	6190	83-D1174	SOURCE
IBM 885/432 656 Quince Orchard Plaza Gaithersburg, MD 20878	6170	6111742	SOURCE
	6170	0074725	SOURCE
LOCUS COMPUTING CO. 2930 Ocean Park Blvd. Santa Monica, CA 90404	6150	0001814	SOURCE
IBM CORPORATION D36/802 11400 Burnet Road Austin, TX 78758	6150	26-0002034	SOURCE
IBM CORPORATION F67/802 11400 Burnet Road Austin, TX 78758	6150	26-0007272	SOURCE
IBM CORPORATION 28-05-10 1503 LBJ Freeway Dallas, TX 75224	6150-25	26-0001203	SOURCE
IBM CORPORATION 28-05-10 1503 LBJ Freeway Dallas, TX 75224	6170	0001012	SOURCE
IBM 885/445 656 Quince Orchard Plaza Gaithersburg, MD 20878	6150	72-8025822	SOURCE

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ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
 SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORPORATION ACIS Development 1510 Page Mill Road Palo Alto, CA 94304	6150	0005420	SOURCE
IBM CORPORATION 28-05-10 1503 LBJ Freeway Dallas, TX 75234	DEC VAX/	BT15812	SOURCE
METAVARE INC. 903 Pacific Ave. Santa Cruz, CA 95060	6150	0001163	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION 3700 Bay Area Boulevard Houston, Texas 77058	6150	26-0000106	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION 3700 Bay Area Boulevard Houston, Texas 77058	6150	26-0000100	SOURCE
INTERACTIVE SYSTEMS CORP. 441 Stuart Street Boston, MA 02116	6150	26-0000018	SOURCE
	6150	26-0000017	SOURCE
	6151	26-0000029	SOURCE
	6150	26-0000019	SOURCE
	6150	26-0000013	SOURCE
	6150	26-0000017	SOURCE
IBM FSD 102/076 9500 Godwin Drive Manassas, VA 22110	ATPC	889	SOURCE
INTERACTIVE SYSTEMS CORP. 2950 Wilderness Place, Suite B Boulder, Colorado 80501	6150	26-0000281	SOURCE
	6150	26-0000641	SOURCE
	6150	26-0000014	SOURCE
	6150	26-0000021	SOURCE
	6150	26-0000646	SOURCE
INTERACTIVE SYSTEMS CORP. 2401 Colorado Blvd, Santa Monica, CA 90404	6150	26-0000282	SOURCE
	6150	26-0000645	SOURCE

*DEC VAX is a trademark of Digital Equipment Corporation.

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 UNIX System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-*****

LOCATION	DESIGNATED CPU TYPE	SERIAL NO.	SOURCE OR OBJECT
INTERACTIVE SYSTEMS CORP. 2950 Wilderness Place Boulder, Colorado 80301	6150	2087	SOURCE
	6150	6081	SOURCE
	6150	6082	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION Building 005-1, Room F302 3000 NW 51st Street Boca Raton, Florida 33432	PC/XT	0000255170	SOURCE
IBM MS-C26 30 Saw Mill Riv Rd., Rt 9A Hawthorne, NY 10532	6150-020	26-0000370	SOURCE
IBM D74/B22 11400 Burnet Road Austin, TX 78758	4381 R13	8282598	SOURCE
	5570	97-00008	SOURCE
	5570	97-00089	SOURCE
	5570	97-00191	SOURCE
	5570	97-00190	SOURCE
IBM ACIS Development, MS 38A 1510 Page Mill Road Palo Alto, CA 94304	6150	0007223	SOURCE
	6150	0007589	SOURCE
	6150	0006971	SOURCE
	6150	0007587	SOURCE
	6150	0007226	SOURCE
	6150	0007221	SOURCE
IBM ACIS Development, 6FR/D46 1510 Page Mill Road Palo Alto, Calif. 94304	6150	0000142	SOURCE
	6150	0002424	SOURCE
	6150	0004608	SOURCE
	6150	0004820	SOURCE
	6150	0005554	SOURCE
	6150	0005669	SOURCE
	6150	0005884	SOURCE
	6150	0004203	SOURCE
IBM 157/B02 11400 Burnet Road Austin, TX 78758	6150	26-0007472	SOURCE
	6150	26-0007555	SOURCE
	6150	26-0004695	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SDFT-00018
SUPPLEMENT NO.: 170-XXXX

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM DS6/992 11400 Burnet Road Austin, TX 78758	RTPC	327	SOURCE
IBM Cambridge Scientific Ctr 101 Main Street Cambridge, MA 02178	3801	022664	SOURCE
EDINBURGH UNIVERSITY COMP SVC Kings Building, Mayfield Road Edinburgh, Scotland	6151-115	53-10206	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION CD-30, Danbury 1 35 Apple Ridge Road Danbury, Connecticut 06310	658D-111	72-6000321	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION D/355B, Danbury 4 Eagle Road & Finance Drive Danbury, Connecticut 06810	6150	26-0000712	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION F13/992 Austin, Texas 78758	6150	26-0007466	SOURCE
IBM ACIS Development, 6FR/046 1510 Page Mill Road Palo Alto, CA 94304	6150	0006977	SOURCE
	6150	0007269	SOURCE
	6150	0007586	SOURCE
	8650	8071249	SOURCE
	8660	8000316	SOURCE
IBM D98/803 11400 Burnet Road Austin, TX 78758	6150/26	0007429	SOURCE
	8660	8000317	SOURCE
IBM 36 Apple Ridge Road Danbury, CT 06810	P52/80	72-7037771	SOURCE
	P52/80	72-8001035	SOURCE

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CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
IBM CORP. Building 229 - Room W104 Boca Raton, Florida 33432	PC AT	51745116170	SOURCE
IBM CORP. P. O. Box 1328 Dept. 6R6 Building 237/E128 Boca Raton, Florida 33429	PC AT	0001115	SOURCE
IBM Canada, Ltd. 4th Floor 701 West Georgia Vancouver, BC V7Y1G1	PS2/60	78-3010259	SOURCE
IBM CORP. 708 Quince Orchard Road Gaithersburg, Maryland 20878	6170	6111907	SOURCE
	6170	6111946	SOURCE
	6170	6111750	SOURCE
IBM CORP. Palo Alto Scientific Center 1530 Page Mill Road Palo Alto, California 94304	11/760	BT07270	SOURCE
IBM E1B/802 11400 Burnet Rd. Austin, TX 78758	6160	26-0008740	SOURCE

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CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>DESIGNATED CPU TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM CORP. 11400 Burnet Road Austin, Texas 78758	AJWA	44	SOURCE
	AJWA	152	SOURCE
IBM CORP. Building 041 11400 Burnet Road Austin, Texas 78758	IBM 4391	11120	SOURCE
IBM CORP. 073/802 11400 Burnet Road Austin, Texas 78758	6150	3859	SOURCE
IBM CORP. Building 803 - Room 4E-55 11400 Burnet Road Austin, Texas 78758	PC AT	9575170	SOURCE
IBM CORP. 3C-19, Building 802 11400 Burnet Road Austin, Texas 78758	PC/XT	0042229	SOURCE
IBM CORP. Building 802 11400 Burnet Road Austin, Texas 78758	AJWA	MY7339	SOURCE
IBM CORP. 11400 Burnet Road Dept. 015 Office 3A5, Building 802 Austin, Texas 78758	RT PC	26-0002089	SOURCE
IBM 098/803 11400 Burnet Road Austin, TX 78758	6150-26	0007677	SOURCE
IBM E18/802 11400 Burnet Rd. Austin, TX 78758	6150	26-0004062	SOURCE

26.

SCON0000697

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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

LOCATION	DESIGNATED CPU		SOURCE OR OBJECT
	TYPE	SERIAL NO.	
COMPUTERIZED OFFICE SERVICES, INC. 313 North 3rd Street Ann Arbor, Michigan 48103	IBM SERIES 1	2721059	SOURCE
	IBM SERIES 1	2727987	SOURCE
LOCUS COMPUTING CORP. 3330 Ocean Park Blvd. Santa Monica, CA 95304	6150	000087W	SOURCE
			SOURCE
UNIVERSITY OF ZUERICH Institute of Informatics Winterthurerstr. 190 8057 Zuerich Switzerland	4361	074205	SOURCE
INTERACTIVE SYSTEMS CORP. 1212 Seventh Street Santa Monica, California 90401	4361	10034	SOURCE
	PC	0011035	SOURCE
	PC/XT	0007892	SOURCE
IBM 7/333/105/TOR 405 Montfield North York, Ontario M3B 3L9 Canada	6150-115	53-00201	SOURCE
IBM JAPAN, LTD. 5-19, Sanban-cho Chiyoda-ku Tokyo 102, Japan	3081-X3Z	8770121	SOURCE
IBM CORP. 30 Sawmill River Road Route 9A, Dept. 535, HA-04B Hawthorne, New York 10532	RT PC	26-0002433	SOURCE
IBM Japan 18-24 Tsukiji 7-chome Chuo-ku, Tokyo 104, Japan	6150-125	20912330	SOURCE

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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-----

<u>LOCATION</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>SOURCE OR OBJECT</u>
IBM JAPAN, LTD. Alaska Twin Tower Main Building 17022 Alaska 2-chome Minato-ku, Tokyo, 107 Japan	4956	0018992	SOURCE
IBM JAPAN, LTD. Science Institute 5-19, Sanban-cho Chiyoda-ku, Tokyo 102, Japan	RT PC 6150-026	26-0001098	SOURCE
IBM SCIENTIFIC CENTER Tiergartenstrasse D-6900 Heidelberg Federal Republic of Germany	3081	8101720	SOURCE
IBM CORPORATION 1701 North Fort Myer Drive Arlington, VA 22209	PC AT	0002592	SOURCE
IBM CORPORATION 3208 Vestal Parkway East Vestal, NY 13850	4381	11296	SOURCE
IBM CORPORATION D/43X/653-1 Hwy. 52nd & 32nd St. Rochester, MI 55901	SUN 2/120 RT PC	5230069 385	SOURCE SOURCE
UNIVERSITY OF CALIFORNIA BERKELEY College of Engineering Cory Hall, 6th Floor Berkeley, CA 94720	6150	26-0008365	SOURCE
IBM CORPORATION Almaden Research Center K52/B2-411 650 Harry Rd. San Jose, CA 95126	6150	0000817	SOURCE
IBM DOS/802 11400 Burnet Rd. Austin, TX 75758	6150 6150	26-0007654 26-0002256	SOURCE SOURCE

INTERNATIONAL BUSINESS MACHINES CORPORATION
 UNIX® System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00016
 SUPPLEMENT NO.: 170-----

LOCATION	TYPE	SERIAL NO.	SOURCE OR OBJECT
IBM CORPORATION E92/802 11400 Burnet Rd. Austin, TX 78758	6150	26-0001689	SOURCE
MERIT, INC. University of Michigan 1075 Beal Ave. Ann Arbor, MI 48109	6150	000009080	SOURCE
IBM CORPORATION 6FR/046 1510 Page Mill Rd. Palo Alto, CA 94304	8370	0040403	SOURCE
	8580	6007130	SOURCE
	8580	6007708	SOURCE
IBM CORPORATION T. J. Watson Research Ctr. H4-D48 30 Saw Mill River Rd. Hawthorne, NY 10532	4341	010182	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION D94/802 11400 Burnet Road Austin, Texas 78759	6150	0004910	SOURCE
ARGONNE NATIONAL LAB Bldg. 221, Room C-23E 9700 South Cass Avenue Argonne, Illinois 60439	6150	26-0003727	SOURCE
IBM Japan TS-556, Eng Sys 18-24, Tsukiji 7-chome Chuo-ku, Tokyo 104 Japan	6150	8310027	SOURCE

INTERNATIONAL BUSINESS MACHINES CORPORATION
 UNIK® System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
 SUPPLEMENT NO.: 170-.....

Location	DESIGNATED CPU, Type	Serial No.	Source or Object
INTERNATIONAL BUSINESS MACHINES CORPORATION T. J. Watson Research Center 31-140 Kitchawan Road (Route 134) Yorktown Heights, NY 10598	6150	26-0000500	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION 28-230, Building 801 Kitchawan Road (Route 134) Yorktown Heights, NY 10598	6150	26-0002337	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION E-18/802 11400 Burnet Road Austin, Texas 78758	6150	26-0001422	SOURCE
	6150	26-0002034	SOURCE
	6150	26-0003881	SOURCE
	6150	26-0004843	SOURCE
	6150	26-0004873	SOURCE
Address: IBM 6PL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000416	SOURCE
Address: IBM 6PL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000417	SOURCE

INTERNATIONAL BUSINESS MACHINES CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00036
SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU: Type	Serial No.	SOURCE OF OBJECT
Address: IBM 6FL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000894	SOURCE
Address: IBM 6FL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0004229	SOURCE
Address: IBM 6FL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0004295	SOURCE
Address: IBM 6FL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0004847	SOURCE

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CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: 8077-00016
SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU: Type	Serial No.	Source or Object
Address: IBM 6PL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0005821	SOURCE
Address: IBM 6PL/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0005848	SOURCE
Address: IBM 6PL/Milford-Annex 48 Wellington Road	6151-115	0005875	SOURCE
Address: IBM 48W34/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0005289	SOURCE

INTERNATIONAL BUSINESS MACHINES
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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU Type	Serial No.	SOURCE OF OBJECT
Address: IBM 48W33/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000290	SOURCE
Address: IBM 48W37/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0003831	SOURCE
Address: IBM 48W37/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000030	SOURCE
Address: IBM 58W31/Milford-Annex 41 Wellington Road Milford, CT 06460	6151-115	0000168	SOURCE

INTERNATIONAL BUSINESS MACHINES
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 UNIX® System V, Release 3.2

ATTACHMENT A
 AGREEMENT NO.: SOFT-00015
 SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU: Type	Serial No.	SOURCE OF OBJECT
Address: IBM 48W36/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000294	SOURCE
Address: IBM 48W39/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000295	SOURCE
Address: IBM 48W38/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000295	SOURCE
Address: IBM 67L/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000320	SOURCE

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 UNIX System V, Release 3.2

AGREEMENT NO.: SOFT-00018
 SUPPLEMENT NO.: 170-*****

Location	DESIGNATED CPU: Type	Serial No.	SOURCE OBJECT
Address: IBM 67L/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000410	SOURCE
Address: IBM 67L/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000292	SOURCE
Address: IBM 48W36/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000291	SOURCE
Address: IBM 48W39/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000581	SOURCE
Address: IBM 48W38/Milford-Annex 48 Wellington Road Milford, CT 06460	6151-115	0000593	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00016
SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU: Type	Serial No.	SOURCE OBJECT
Address: IBM Japan, Ltd. Tokyo Research Lab 5-19 Sanbancho, Chiyoda-ku Tokyo 102, Japan	3001-XX3	0770780	SOURCE

Address: LOCUS COMPUTING CORP. 9800 LaCienega Blvd. Inglewood, CA 90301	PS2/0380	3067	SOURCE
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0380-071	72-7001510	SOURCE
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0380-071	72-7001513	SOURCE
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0380-043	72-8001023	SOURCE
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0380-043	72-8001031	SOURCE
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0380-043	72-8001120	SOURCE
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IBM 020/803 31400 Burnet Road Austin, TX 78758	0380	0683	SOURCE
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UNIX System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

Location	DESIGNATED CPU Type	Serial No.	Source or Object
IBM D59/802 11400 Burnet Road Austin, TX 78758	6150	7679	SOURCE
Address IBM D73/802 11400 Burnet Road Austin, TX 78758	6150	0006645	SOURCE
IBM D38/802 11400 Burnet Road Austin, TX 78758	6150	7252	SOURCE
IBM D29/802 11400 Burnet Road Austin, TX 78758	6150	6031	SOURCE

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UNIX System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-XXXX

Location	DESIGNATED CPU: Type	Serial No.	Source or Object
IBM 074/992 11400 Burnet Road Austin, TX 78758	8580-311	6503255	SOURCE
	8580-311	6503282	SOURCE
	8580-311	6503263	SOURCE
	8580-311	6503296	SOURCE
	8580	7037534	SOURCE
	8580	7037109	SOURCE
	8580	7038426	SOURCE
	8580	7038799	SOURCE

Address: The Center of Mathematics and Computer Science Kruislaan 413 Amsterdam 1098SJ Netherlands	6350-325	6330313	SOURCE
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IBM F13/992 11400 Burnet Rd. Austin, TX 78758	6150	6675	SOURCE
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IBM W63/886 655 Quince Orchard Plaza Gaithersburg, MD 20878	8580	72-8026704	SOURCE
	8580	72-7001787	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX System V. Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-00000

Location	DESIGNATED CPU: Type	Serial No.	SOURCE OBJECT
IBM Japan, Ltd. (ACIX) Sumitomo Shimbainon Bldg, 5-5 Shimbainon 2-chome, Minato-ku Tokyo 105, Japan	6150/125	5300782	SOURCE
	6150/125	5302323	SOURCE
	6150/125	5302333	SOURCE
	6150/125	5302097	SOURCE
	6150/125	5302093	SOURCE
	6150/125	5303045	SOURCE
	6150/125	5303044	SOURCE
	6150/125	5302894	SOURCE
	6150/125	5312405	SOURCE
	6150/125	5310511	SOURCE
	6150/125	5301810	SOURCE
IBM Japan, Ltd kyo Research Lab 5-17, Sanbancho, Chiyoda-ku Tokyo 102, Japan	8570	97-31049	SOURCE
IBM D74/592 11400 Burnet Road Austin, TX 78758	8500-111	72-6020308	SOURCE
	8510-111	73-6020297	SOURCE
	8510-111	72-6020620	SOURCE
	8500-111	72-6020444	SOURCE
IBM Japan, Ltd. kyo Research Laboratory 5-17 Sanbancho, Chiyoda-ku Tokyo 102, Japan	8570	97-22301	SOURCE
Address: IBM Dept 2A5 Bld 400/046 9500 Gwynn Drive Manassas, VA 22110	6150-125	26-6011495	SOURCE
Address: IBM D514/570 20 Saw Mill River Road Bavthornu, NY 10598	6150	26-0001060	SOURCE

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UNIX® System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: 50FT-00015
SUPPLEMENT NO.: 170-----

LOCATION	TYPE	SERIAL NO.	SOURCE OBJECT
IBM 0514/8780 30 Saw Mill River Rd. Hawthorne, NY 10598	6150	26-0001559	SOURCE
IBM 0514/8790 30 Saw Mill River Rd. Hawthorne, NY 10598	6150	26-0002350	SOURCE
IBM 0514/8790 30 Saw Mill River Rd. Hawthorne, NY 10598	6150	26-0008289	SOURCE
IBM 091/803 11400 Burnet Rd. Austin, TX 78758	8580-111	6012670	SOURCE
	8580-111	6000270	SOURCE
	6150	4625	SOURCE
	6150	173	SOURCE
	6150	2246	SOURCE
INTERNATIONAL BUSINESS MACHINES CORPORATION Department 765/615-3 3000 River Road Essex Junction, Vermont 05452	6150-0002	26-0041240	SOURCE
IBM-Japan, Ltd. Tokyo Research Lab. 5-19 Sanbancho Chiyoda-ku Tokyo 102, Japan	PS2/80	72-7018092	SOURCE
	PS2/80	72-7018213	SOURCE
	PS2/80	72-7016310	SOURCE
	PS53/5670	97-01529	SOURCE

INTERNATIONAL BUSINESS MACHINES
CORPORATION
UNIX System V, Release 3.2

ATTACHMENT A
AGREEMENT NO.: SOFT-00015
SUPPLEMENT NO.: 170-----

LOCATION	TYPE	SERIAL NO.	SOURCE OBJECT
IBM 540/892 11400 Burnet Rd. Austin, TX 78758	6150	09416	SOURCE
IBM F57/892 11400 Burnet Rd. Austin, TX 78758	6150	7657	SOURCE
IBM F33/892 11400 Burnet Rd. Austin, TX 78758	6150	6043	SOURCE
IBM D98/820 11400 Burnet Rd. Austin, TX 78758	6150	0005185	SOURCE
IBM D98/820 11400 Burnet Rd. Austin, TX 78758	P32/80	72-8001003	SOURCE
IBM CORPORATION ACIS Development, MS 35A 1510 Page Mill Road Palo Alto, CA 94304	6151	0000201	SOURCE
IBM D61/802 11400 Burnet Road Austin, TX 78758	6150	2021	SOURCE

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Upgrade Schedule for
Upgrades from UNIX System V, Release 3.1
to UNIX System V, Release 3.2 or from
UNIX System V, Release 3.1 International Editions
to UNIX System V, Release 3.2 International Editions
September 20, 1988

1. Fees

(a) Upgrade Fees

From UNIX System V, Release 3.1 or UNIX System V,
Release 3.1 International Edition US\$ 6,000

(b) Distribution fee for each additional copy of this
SOFTWARE PRODUCT US\$ 2,000

(c) The fees specified in items 1(a) and (b) above are
subject to change upon ninety (90) days notice.

2. Documentation Furnished

(a) Printed Documentation

AT&T 38Z Computer UNIX System V Release 3.2

- Release Notes
- Update to System Administrator's Guide
- Update to User's Reference Manual
- Update to System Administrator's Reference Manual
- Framed Access Command Environment User's Guide
- User Interface Utilities Release Notes
- Form and Menu Language Interpreter Programmer's Guide
- 2K File System Utilities Release Notes
- Network Support Utilities 1.2 Release Notes
- Update to the STREAMS Programmer's Guide
- Remote File Sharing Utilities 1.2 Release Notes
- Remote File Sharing Utilities Update to the System Administrator's Guide
- Update to the User's Guide
- Update to the Programmer's Guide
- Update to the Programmer's Reference Manual
- Addendum to System V Porting Rules
- System Performance Analysis Utilities Guide

AT&T UNIX System V, Release 3.2 Source Code Provision Release Notes

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Upgrade Schedule for
Upgrades from UNIX System V, Release 3.1
to UNIX System V, Release 3.2 or from
UNIX System V, Release 3.1 International Edition**
to UNIX System V, Release 3.2 International Edition**
September 20, 1988

2. Documentation Furnished (Continued)

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3. COMPUTER PROGRAMS Furnished

The COMPUTER PROGRAMS listed in this section will be supplied on nine track, 1600 RPI magnetic tape or data cartridge for the AT&T 3B2/400.

Source code administration - includes the following directories and their associated files:

/etc/syallist
/etc/updlist
/etc/rlist

4. Sublicensing (under a Sublicensing Agreement)

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 - AT&T 3B2 Computer UNIX System V, Release 3.2 - Addendum to System V Porting Rules

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Upgrade Schedule for
Upgrades from UNIX[®] System V, Release 3.1
to UNIX System V, Release 3.2 or from
UNIX System V, Release 3.1 International Edition[™]
to UNIX System V, Release 3.2 International Edition[™]
September 20, 1988

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- (c) The sublicensing per-copy fee specified in Section 3 of the Schedule for UNIX System V, Release 3.0 or UNIX System V, Release 3.1, as applicable, is waived if a SUBLICENSSED PRODUCT based on UNIX System V, Release 3.2 is provided as an upgrade to a SUBLICENSSED PRODUCT based on UNIX System V, Release 3.0 or UNIX System V, Release 3.1 previously distributed and paid for.

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EXHIBIT 13

EXHIBIT E

INTERNATIONAL BUSINESS MACHINES CORPORATION
THE SANTA CRUZ OPERATION, INC.
NOVELL, INC.

Amendment No. X to Software Agreement SOFT-00015 as amended,
Sublicensing Agreement SUB-00015A as amended,
Software Agreement SOFT-00015 Supplement No. 170 as amended,
and Substitution Agreement XFER-00015B

This amendment ("Amendment No. X") is between International Business Machines Corporation, a New York corporation, with a place of business at Old Orchard Road, Armonk, New York 10504 ("IBM"), The Santa Cruz Operation, Inc. ("SCO") with a place of business at 400 Encinal Street, Santa Cruz, California 95061-1900, and Novell, Inc., a Delaware corporation, with a place of business at 2180 Farlane Drive, San Jose, California 95131 ("Novell"). This Amendment No. X becomes effective when executed by an authorized representative of Novell, SCO, and IBM (the "Effective Date").

RECITALS

AT&T Technologies, Inc. ("AT&T") and IBM entered into various software license agreements concerning the Software Product: UNIX System V, Release 3.2, which are Software Agreement SOFT-00015 as amended, Sublicensing Agreement SUB-00015A as amended, Software Agreement SOFT-00015 Supplement No. 170 as amended (or any other Supplements that pertain to prior versions or releases of the Software Product), and Substitution Agreement XFER-00015B (the "Related Agreements"). Novell acquired AT&T's rights under the Related Agreements. In an agreement between Novell and SCO dated September 19, 1995 (the "Asset Purchase Agreement"), SCO purchased, and Novell retained, certain rights with respect to the Related Agreements. In an effort to simplify the royalty requirements contained in the Related Agreements, the following modifications to the terms and conditions of the Related Agreements have been mutually agreed to by the parties. Capitalized terms in this Amendment will have the meanings assigned to them in this Amendment No. X. All capitalized terms not defined herein will have the meanings assigned to them in the Related Agreements and such defined terms in the Related Agreements appear in all capitalized letters.

AMENDMENT NO. X

Novell, SCO, and IBM agree as follows:

- 1 *No Additional Royalty.* Upon payment to SCO of the consideration in the section entitled "Consideration", IBM will have the irrevocable, fully paid-up, perpetual right to exercise all of its rights under the Related Agreements beginning January 1, 1996 at no additional royalty fee. However, if IBM requests delivery of additional copies of source code of the

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Software Product, IBM will pay the fees listed under Section 1(b) of Soft-00015 Supplement No. 470. Notwithstanding the above, the irrevocable nature of the above rights will in no way be construed to limit Novell's or SCO's rights to enjoin or otherwise prohibit IBM from violating any and all of Novell's or SCO's rights under this Amendment No. X, the Related Agreements, or under general patent, copyright, or trademark law.

2 *Relief of 2.05(b) and 2.05(c) of SUB-00015A; Sublicensing of Software Products (Source).*

2.1 *Contractors.* Subject to the limitations set forth below in Section 3, Section 2.05(b) and the second sentence of Section 2.05(c) will not apply to contractors to whom IBM provides Software Products, provided that: (i) any use of such Software Products by such contractor is solely for Authorized Purposes in support of the contractor's distribution and support of Sublicensed Products; and (ii) if any such contractor is not a source code licensee for the relevant version of Software Product and previous releases, IBM will require such contractor to certify in writing to SCO, upon SCO's request, that any use by such contractor of such source code is as a contractor of IBM. For the purposes of this exemption, "Authorized Purpose" means making modifications to the Software Products, and furnishing such modifications to IBM and/or distribution of such modifications of Sublicensed Products in binary form by the contractor to customers directly or through other Distributors, provided that such modifications are not for purposes of adaptation of Sublicensed Products to other system manufacturers' hardware systems and are solely to: (i) adapt the Sublicensed Products to support unique hardware features or devices (e.g. specialized graphics, adapters, or displays) intended for use in vertical applications; or (ii) provide fixes to customers of the Sublicensed Product.

2.2 *Customers.* Subject to the limitations set forth below in Section 3, a customer to whom IBM provides a Software Product for use in support of the customer's use of the Sublicensed Product received from IBM directly or through IBM's Distributors shall be deemed to be a contractor of IBM if the customer's use of the Software Product otherwise complies with the requirements of paragraph 3 of the February 1, 1985 amendment to SOFT-00015. This Section 2.2 neither expands or restricts such customers' right, if any, to distribute Software Products or Sublicensed Products.

3 *Source Code Library.* The following Section 3 of this Amendment applies to activities contemplated by Section 2 of this Amendment only and does not apply to or obligate IBM with respect to activities described elsewhere in the Related Agreements. IBM may license a Software Product in source code form to an eligible contractor or customer for such contractor's or customer's use in accordance with Section 2 (hereinafter referred to

as "Source Copy") subject to the following terms and conditions:

- 3.1 IBM's right to license or otherwise provide to contractors and/or customers copies of Software Products pursuant to Section 2 of this Amendment shall be limited to 50 Source Copies at any one point in time. For purposes of calculating the number of copies outstanding: (i) in the event that IBM provides more than one Source Copy to a single customer or contractor, such additional Source Copy or copies will be applied against the 50 copy limitation; (ii) however, multiple Source Copies licensed for use on the same CPU or multiple Source Copies on different CPUs within a scalable parallel or multiprocessor complex contained in a series of co-located cabinets will be counted as one Source Copy; and (iii) when a contractor or customer has completed its use of a Source Copy, and either returns the Source Copy to IBM or provides IBM with certification as described below that the Source Copy has been destroyed, the number of Source Copies then outstanding will be reduced by one.
- 3.2 IBM will maintain pertinent records regarding IBM's issuance of Source Copies and the return or certified destruction of Source Copies by contractors and customers.
- 3.3 SCO has the right to Audit (see definition in 3.6 below) IBM's pertinent records, at SCO's expense. However, IBM will pay for the cost of such Audit if the Audit reveals IBM's licensing of the Source Copies materially violates the terms and conditions of this Amendment. In addition, IBM agrees that IBM's contracts with contractors and customers for Source Copies distributed pursuant to Section 2.1 and 2.2 of this Amendment will contain a provision which allows SCO to conduct an Customer/Contractor Audit (see definition in 3.6 below) of such customer and/or contractor.
- 3.4 If IBM management acquires actual knowledge that a contractor or customer is using the Source Copy in material violation of the applicable use restrictions contained in its license agreement with IBM, IBM will within a reasonable time, but in no event later than thirty days of acquiring such knowledge, notify SCO of such violation; further, IBM will, as IBM may elect, either: (i) take appropriate action to remedy the violation; or (ii) IBM will at SCO's expense cooperate with SCO in SCO's action to remedy the violation.
- 3.5 IBM will require all contractors and customers to whom IBM licenses a Source Copy to enter into an agreement with IBM in which such customer or contractor agrees: (a) to comply with the applicable use restrictions set forth in Section 2 above; (b) upon termination of the contractor's or customer's use of the Source Copy, the customer or contractor will return the Source Copy to IBM or cause its representative to certify in writing that the Source Copy has been destroyed.

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3.6 For purposes of Amendment No. X, "Audit" will mean: an audit by an independent accounting firm chosen by SCO, the results of which, including the names of contractors and customers to whom IBM has licensed Source Copies, will remain confidential and only known to the selected independent auditor, unless such auditor concludes that there has been a material violation of the terms of this Amendment. In the event such auditor determines that there has been a material violation of the terms of this Amendment, the auditor may provide to SCO information the auditor reasonably determines necessary for SCO to enforce its rights under this Amendment. SCO's right to audit IBM shall be limited to one (1) Audit per year conducted during normal business hours and shall be contingent upon SCO reasonably and objectively believing that IBM has licensed Source Copies in material violation of the terms and conditions of this Amendment. For purposes of Amendment No. X, "Customer/Contractor Audit" will mean: an audit by an independent accounting firm chosen by SCO, the results of which will remain confidential and only known to the selected independent auditor, unless such auditor concludes that there has been a material violation of the terms of this Amendment. In the event such auditor determines that there has been a material violation of the terms of this Amendment, the auditor may provide to SCO information the auditor reasonably determines necessary for SCO to enforce its rights under this Amendment. SCO's right to audit an IBM customer or contractor shall be limited to one (1) Audit per year conducted during normal business hours and shall be contingent upon SCO reasonably and objectively believing that the IBM customer or contractor has used the Source Copies licensed from IBM pursuant to Sections 2.1 and/or 2.2 of this Amendment in material violation of the terms and conditions of this Amendment.

3.7 The following illustrations are intended to clarify and illustrate the relief provided in Subsection 2.1 of this Amendment.

Company A, sublicensee of the Sublicensed Product, is a general computer system manufacturing firm. IBM may distribute Source Copies to Company A for the Authorized Purpose.

However, IBM may not distribute Source Copies to Company A for purposes of making modifications to adapt the Sublicensed Products as a general operating system for Company A's general computer hardware system.

Notwithstanding the foregoing, IBM may distribute Source Copies to a development organization of Company A that produces unique hardware devices (e.g., specialized graphics, adapters, or displays) intended for use in vertical applications, for the purpose of adapting the Sublicensed Products to support such unique hardware devices.

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4 *Consideration.* As consideration for the above modifications to the terms and conditions of the Related Agreements, IBM agrees to pay SCO a nonrefundable fee of \$10,125,000 per the following payment schedule: \$4,860,000 due on the Effective Date of this Amendment No. X (net 30 days); and \$5,265,000 due on January 1, 1997 (net 15 days).

5 *Authority.*

5.1 Novell represents and warrants to IBM that it has the unrestricted right and authority to enter into and execute this Amendment.

5.2 SCO represents and warrants to IBM that it has the unrestricted right and authority to enter into and execute this Amendment.

6 *Restriction on fully paid-up license.* For a period of five years from January 1, 1996, the royalty relief described in Section 1 of this Amendment No. X shall apply only to use or distribution of the Software Products and Sublicensed Products in the IBM operating system referred to currently as AIX; any prior version or releases of AIX and derivative or follow-on version to AIX on the Power or Power PC or Power2 architectures or derivative or follow-on architectures irrespective of the name of such versions. During such five year period, any IBM distribution of Software Products or Sublicensed Products not covered by the preceding sentence, shall be subject to a royalty pursuant to the Related Agreements, with such royalty to be calculated at the aggregate discount percentage (80% in the case of Sublicensed Products) in effect at the time of execution of this Amendment No. X. After such five year period, the royalty relief described in Section 1 of this Amendment No. X shall apply to any authorized use or distribution of the Software Products or Sublicensed Products. The second to last sentence of paragraph 9 of the February 1, 1985 amendment to SOFT-00015 is modified by deleting the words "and employees of licensee shall not refer to the physical documents and materials comprising Software Products subject to this Agreement when they are developing any such products or services or providing any such service."

7 Notwithstanding anything to the contrary in the Related Agreements, with respect only to Software Products and Sublicensed Products to which the paid-up rights in Section 1 apply: (a) Designated CPUs are not required to be listed in a Supplement to SOFT-00015, and IBM may copy such Software Products as replacements or additions to Designated CPUs without notice to, or consent of, Novell or SCO; and (b) Section V of SUB-00015A shall not apply to such Sublicensed Products.

8 The Amendment dated April 26, 1996 between IBM and Novell, on behalf of itself and SCO, is hereby replaced in its entirety. Except as modified herein, all other terms and conditions of the Related Agreements will remain in effect. This Amendment No. X does not give IBM any additional rights to distribute the Software Product in source code form other than as modified in Section 2 and 3 of this Amendment No. X.

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9 *Confidentiality.* For a period of two (2) years, this Amendment No. X and the replaced amendment dated April 26, 1996 are confidential and each party will not issue press releases, publicizing, and will use reasonable efforts not to otherwise disclose, the commercial and legal details of this Amendment No. X, the replaced amendment or their subject matters without the other parties' prior written approval. Notwithstanding the foregoing, each party shall be permitted to disclose to third parties non-financial information dealing with the commercial and legal details of this Amendment as part of a transaction authorized by this Amendment provided that such disclosure is subject to confidentiality terms consistent with the terms of this Agreement. Also, disclosure by any party of commercial and legal details of this Amendment shall not be restricted if such disclosure is:

- 9.1 in response to a valid order of a court or other governmental body or any political subdivision thereof, provided, however, that the party proposing to make such disclosure will first have made a reasonable effort to obtain a protective order requiring that the information so disclosed be used only for the purposes for which the order was issued; or
- 9.2 necessary to establish rights under this Amendment in a court or administrative proceeding.

10 *Indemnification; Limitations on Liability.*

10.1 Subject to the limitations on liability below, Novell agrees to indemnify and hold harmless IBM and IBM Subsidiaries from and against any and all losses, liabilities, judgments, and costs incurred as a result of any alleged or actual Novell breach of Novell's representation and warranty in Section 5.1 of this Amendment. Novell's indemnification of IBM shall be limited to the amount paid by IBM to SCO under this Amendment. In addition, provided that IBM has paid full consideration in accordance with this Amendment, Novell's indemnification to IBM shall also include the amount of any additional royalties paid to SCO by IBM if IBM would not have been obligated to pay such additional royalties absent such breach. Novell will defend at its sole expense any suits or proceedings related to the above indemnification provided that IBM gives Novell prompt notice and control of any claim of which it learns. Novell will have the right to choose legal counsel and IBM will have the right to participate in the defense of any such claim, provided that Novell will not be responsible for indemnifying IBM for the cost of IBM's attorney's fees. In no event will Novell be liable for any indirect, incidental, special, punitive or consequential damages, lost revenues, or profits, data, or use incurred by IBM however caused, no matter what theory of liability, even if Novell has been advised of the possibility of such damages.

10.2 Subject to the limitations on liability below, SCO agrees to indemnify and hold harmless IBM and IBM Subsidiaries from and against any and all losses, liabilities, judgments, and costs incurred as a result of any alleged or actual SCO breach of SCO's representation and warranty in Section 5.2 of this Amendment. SCO's indemnification of IBM shall be limited to the amount paid by IBM to SCO under this Amendment. In addition, provided that IBM has paid full consideration in accordance with this Amendment, SCO's indemnification to IBM shall also include the amount of any additional royalties paid to SCO by IBM if IBM would have not been obligated to pay such additional royalties absent such breach. SCO will defend at its sole expense any suits or proceedings related to the above indemnification provided that IBM gives SCO prompt notice and control of any claim of which it learns. SCO will have the right to choose legal counsel and IBM will have the right to participate in the defense of any such claim, provided that SCO will not be responsible for indemnifying IBM for the cost of IBM's attorney's fees. In no event will SCO be liable for any indirect, incidental, special, punitive, or consequential damages, lost revenues, or profits, data, or use incurred by IBM however caused no matter what theory of liability, even if SCO has been advised of the possibility of such damages.

11 Except as modified herein, all other terms and conditions of the Related Agreements will remain in effect.

INTERNATIONAL BUSINESS MACHINES

By: *Craig Schneider*
Craig Schneider
(Print or Type Name)
SE. Business Administration
(Title)
10-17-96
(Date)

THE SANTA CRUZ OPERATION, INC.

By: _____

(Print or Type Name):

(Title)

(Date)

NOVELL, INC.

By: _____

(Print or Type Name)

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10.2 Subject to the limitations on liability below, SCO agrees to indemnify and hold harmless IBM and IBM Subsidiaries from and against any and all losses, liabilities, judgments, and costs incurred as a result of any alleged or actual SCO breach of SCO's representation and warranty in Section 5.2 of this Amendment. SCO's indemnification of IBM shall be limited to the amount paid by IBM to SCO under this Amendment. In addition, provided that IBM has paid full consideration in accordance with this Amendment, SCO's indemnification to IBM shall also include the amount of any additional royalties paid to SCO by IBM if IBM would have not been obligated to pay such additional royalties absent such breach. SCO will defend at its sole expense any suits or proceedings related to the above indemnification provided that IBM gives SCO prompt notice and control of any claim of which it learns. SCO will have the right to choose legal counsel and IBM will have the right to participate in the defense of any such claim, provided that SCO will not be responsible for indemnifying IBM for the cost of IBM's attorney's fees. In no event will SCO be liable for any indirect, incidental, special, punitive, or consequential damages, lost revenues, or profits, data, or use incurred by IBM however caused no matter what theory of liability, even if SCO has been advised of the possibility of such damages.

11 Except as modified herein, all other terms and conditions of the Related Agreements will remain in effect.

INTERNATIONAL BUSINESS MACHINES

By: _____

(Print or Type Name)

(Title)

(Date)

THE SANTA CRUZ OPERATION, INC.

By: Steven H. Sabbath

Steven H. Sabbath

(Print or Type Name)
Vice President, Law & Corporate Affairs

(Title)
16 October 1991

(Date)

NOVELL, INC.

By: _____

(Print or Type Name)

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10.2 Subject to the limitations on liability below, SCO agrees to indemnify and hold harmless IBM and IBM Subsidiaries from and against any and all losses, liabilities, judgments, and costs incurred as a result of any alleged or actual SCO breach of SCO's representation and warranty in Section 5.2 of this Amendment. SCO's indemnification of IBM shall be limited to the amount paid by IBM to SCO under this Amendment. In addition, provided that IBM has paid full consideration in accordance with this Amendment, SCO's indemnification to IBM shall also include the amount of any additional royalties paid to SCO by IBM if IBM would have not been obligated to pay such additional royalties absent such breach. SCO will defend at its sole expense any suits or proceedings related to the above indemnification provided that IBM gives SCO prompt notice and control of any claim of which it learns. SCO will have the right to choose legal counsel and IBM will have the right to participate in the defense of any such claim, provided that SCO will not be responsible for indemnifying IBM for the cost of IBM's attorney's fees. In no event will SCO be liable for any indirect, incidental, special, punitive, or consequential damages, lost revenues, or profits, data, or use incurred by IBM however caused no matter what theory of liability, even if SCO has been advised of the possibility of such damages.

11 Except as modified herein, all other terms and conditions of the Related Agreements will remain in effect.

INTERNATIONAL BUSINESS
MACHINES

By: _____

(Print or Type Name)

(Title)

(Date)

THE SANTA CRUZ OPERATION, INC.

By: _____

(Print or Type Name)

(Title)

(Date)

NOVELL, INC.

By: James R. Tolover

James R. Tolover
(Print or Type Name)

10/16/96

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EXHIBIT 14

Revenue to Cash Reconciliation & Computation of Balances Due to SCO
 for Nov-96

Total SVRx Cash For Consideration for Period **5,635,352.59**

Plus Other non-Cash Offsets & Adjustments

Plus Bank Fees	48.00
IBM Payment Retained by SCO	750,000.00
Less Misdirected Payments	0.00
Less Payments w/no Reports	(42,649.91)

Total Adjustments to Cash 707,398.09

Basis of Administrative Fees **6,342,750.68**

Total SVRx Revenue Booked for Period	1,171,369.42
IBM Buyout	4,860,000.00
Prior Period SVRx Balances Due	1,830,644.12

Total Revenue for Administrative Consideration for Period **7,862,013.54**

Adjustments to Revenue

Less unpaid, fee administered revenue	(1,519,262.86)
Less non-fee administered revenue	0.00

Total Adjustments to Revenue (1,519,262.86)

Total Adjusted Revenue for Period **6,342,750.68**

Domestic Administrative Fee Calculation	74,137.53 ✓
Administrative Fee for IBM	243,000.00 ✓
Novell Open Invoices	198,469.39
3rd Party Royalty Reimbursement for Dec ^{Oct} -96	57,012.00
Total Administrative Charges & 3rd Party Royalty Amounts	572,618.92

Total Payment due to Novell for Period **5,062,733.66**

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Cash & Other Offsets

SCO Administration of SVRx Revenue: Cash & Other Offsets										
Customer Name	Balance Due SCO Admin Fee	Balance Due for NO Fee	Total Binary Fees	Admin Fee (%)	Total Pay't to Admin	Total Pay't w/out Admin Fee	Novel Retained Cash w/ Admin Fee	Novel Retained Cash NO Admin Fee	End Balance Due-SCO Admin Fee	Admin Fee Calculation
Prior Period Novell Invoice Balance Now Paid	16,800.97	0.00	16,800.97	1.00%	0.00	0.00	0.00	0.00	16,800.97	0.00
Concurrent Computers	1,038.22	0.00	1,038.22	1.00%	0.00	0.00	0.00	0.00	1,038.22	0.00
Concurrent Computers Interest	6,223.36	0.00	6,223.36	1.00%	0.00	0.00	0.00	0.00	6,223.36	0.00
Telung	15,544.49	0.00	15,544.49	1.00%	0.00	0.00	0.00	0.00	15,544.49	0.00
Telung	1,897.28	0.00	1,897.28	1.00%	0.00	0.00	0.00	0.00	1,897.28	0.00
Prior Periods Balance Due	41,104.32	0.00	41,104.32		0.00	0.00	0.00	0.00	41,104.32	0.00
Prior Period SCO Administered Invoices	4,052.32	0.00	4,052.32	5.00%	4,052.32				0.00	202.82
IEG	1,171.60	0.00	1,171.60	5.00%					1,171.60	0.00
IEG AKTIENGESSELLSCHAFT	34,678.18	0.00	34,678.18	5.00%					34,678.18	0.00
ALCATEL	28,082.83	0.00	28,082.83	5.00%	28,082.83				0.00	1,403.14
ALCATEL	44,161.08	0.00	44,161.08	5.00%	44,161.08				0.00	2,208.06
ALCATEL	2,898.95	0.00	2,898.95	5.00%					2,898.95	0.00
AMDAHL CORPORATION	5,627.00	0.00	5,627.00	5.00%					5,627.00	0.00
AMDAHL CORPORATION	84.89	0.00	84.89	5.00%					84.89	0.00
AT&T COMPUTER SYSTEMS DIVISION	465.80	0.00	465.80	5.00%					465.80	0.00
AT&T COMPUTER SYSTEMS DIVISION	1,137.63	0.00	1,137.63	5.00%					1,137.63	0.00
AUSPEX SYSTEMS, INC.	365.48	0.00	365.48	5.00%					365.48	0.00
BULL AB	639.84	0.00	639.84	5.00%					639.84	0.00
BULL AB	1.00	0.00	1.00	5.00%					1.00	0.00
BULL SA	1,659.00	0.00	1,659.00	5.00%					1,659.00	0.00
CETA	3,310.00	0.00	3,310.00	5.00%					3,310.00	0.00
CHORUS	5,930.00	0.00	5,930.00	5.00%					5,930.00	0.00
CHORUS SYSTEMES	6,463.00	0.00	6,463.00	5.00%					6,463.00	0.00
CHORUS SYSTEMES	9,020.00	0.00	9,020.00	5.00%					9,020.00	0.00
CONCURRENT COMPUTER CORPORATIO	19,508.82	0.00	19,508.82	5.00%					19,508.82	0.00
CONCURRENT COMPUTER CORPORATIO	188.37	0.00	188.37	5.00%					188.37	0.00
CONSENSYS COMPUTER	2,979.81	0.00	2,979.81	5.00%					2,979.81	0.00
DANSK DATA	9,683.42	0.00	9,683.42	5.00%					9,683.42	0.00
DATA GENERAL CORPORATION	3,717.56	0.00	3,717.56	5.00%					3,717.56	0.00
GREEN HILLS SOFTWARE	13,200.00	0.00	13,200.00	5.00%					13,200.00	0.00
INTEL	21,916.77	0.00	21,916.77	5.00%					21,916.77	0.00
MODCOMP	106.40	0.00	106.40	5.00%					106.40	0.00
MOTOROLA	3,972.10	0.00	3,972.10	5.00%					3,972.10	0.00
NCR	74,695.27	0.00	74,695.27	5.00%					74,695.27	0.00
NORTHERN TELECOM LIMITED	15,148.18	0.00	15,148.18	5.00%					15,148.18	0.00
OLIVETTI	110,570.08	0.00	110,570.08	5.00%					110,570.08	0.00
OLIVETTI	313,394.38	0.00	313,394.38	5.00%					313,394.38	0.00
OLIVETTI	44,917.60	0.00	44,917.60	5.00%					44,917.60	0.00
ONISITE COMPUTER	11,164.00	0.00	11,164.00	5.00%					11,164.00	0.00
PLUS	378.15	0.00	378.15	5.00%					378.15	0.00
PLUS ELECTRONICA SPA	29.84	0.00	29.84	5.00%					29.84	0.00
PULSAR GMBH	960.00	0.00	960.00	5.00%					960.00	0.00
PULSAR GMBH	1,060.00	0.00	1,060.00	5.00%					1,060.00	0.00
SEQUENT COMPUTER	112,295.43	0.00	112,295.43	5.00%					112,295.43	0.00
SEQUENT COMPUTER	6,799.81	0.00	6,799.81	5.00%					6,799.81	0.00
SIEMENS INDUSTRIAL AUTOMATION	35.54	0.00	35.54	5.00%					35.54	0.00
STRATUS COMPUTER-IN	922.97	0.00	922.97	5.00%					922.97	0.00
SUN MICROSYSTEMS	129,180.00	0.00	129,180.00	5.00%					129,180.00	0.00
TANDEM COMPUTERS	312,317.82	0.00	312,317.82	5.00%					312,317.82	0.00
TEDEAT INFORMATIQUE 1081	10,263.75	0.00	10,263.75	5.00%					10,263.75	0.00
UNISYS	42,823.19	0.00	42,823.19	5.00%					42,823.19	0.00
UNISYS CORPORATION	297,468.34	0.00	297,468.34	5.00%					297,468.34	0.00
VENTURCOM	79,225.45	0.00	79,225.45	5.00%					79,225.45	0.00
VERYSYS INCORPORATED	3,609.47	0.00	3,609.47	5.00%					3,609.47	0.00
ZETACORP, INC.	4,198.00	0.00	4,198.00	5.00%					4,198.00	0.00
Revenue Balance for Prior Periods	1,789,539.80	0.00	1,789,539.80		659,572.84	0.00	0.00	0.00	1,151,145.80	0.00
Nov 1998 Revenue Booked										
INTERGRAPH CORP	11,738.97	0.00	11,738.97	5.00%	11,738.97				0.00	586.95

Cash & Other Assets

WEST COMPUTER	104,355.00	0.00	104,355.00	6.00%	104,355.00	0.00	0.00	0.00	0.00	0.00	5,217.76
DATA GENERAL CORP	183,398.72	0.00	183,398.72	5.00%	187,877.94	0.00	0.00	0.00	0.00	0.00	7,895.90
CRAY RESEARCH	369,550.95	0.00	369,550.95	6.00%	369,550.95	0.00	0.00	0.00	0.00	0.00	17,877.85
SECURE COMPUTING	2,228.00	0.00	2,228.00	6.00%	2,228.00	0.00	0.00	0.00	0.00	0.00	111.30
CONCURRENT COMPUTER	9,921.73	0.00	9,921.73	6.00%	9,921.73	0.00	0.00	0.00	0.00	0.00	0.00
MELLILLO CONSULTING	200.00	0.00	200.00	6.00%	200.00	0.00	0.00	0.00	0.00	0.00	10.00
SIMON & SCHUSTER	39,698.13	0.00	39,698.13	5.00%	39,698.13	0.00	0.00	0.00	0.00	0.00	1,894.91
TEKTRONIX	2,928.00	0.00	2,928.00	5.00%	2,928.00	0.00	0.00	0.00	0.00	0.00	0.00
TANDERM	432,438.33	0.00	432,438.33	5.00%	432,438.33	0.00	0.00	0.00	0.00	0.00	8,448.48
OLIVETTI	44,917.69	0.00	44,917.69	5.00%	44,917.69	0.00	0.00	0.00	0.00	0.00	0.00
Nov 1998 Totals	1,171,389.42	0.00	1,171,389.42		844,356.88	0.00	0.00	0.00	0.00	0.00	42,217.83
All Totals	3,002,013.54	0.00	3,002,013.54		1,500,929.62	0.00	48.00	0.00	0.00	0.00	74,137.83
Less Overpayments					18,228.84						
Misdirected Novel Cash					0.00						
Payment w/out Admin Fee					0.00						
Missing Reports											
Novels					200.00						
Bull HN					530.10						
Adrian Wesley					228.62						
ICL					30,771.90						
Apple					10,918.89						
IBM BUY-OUT					4,110,000.00						
Cash Payment to Novel					5,855,392.59						

*Novell
 ()
 of cash
 amount
 returned*

EXHIBIT 15

SS-Soft. Corp. 0184-010385 Agreement Number SOFT-000321

AT&T TECHNOLOGIES, INC.
SOFTWARE AGREEMENT

1. AT&T TECHNOLOGIES, INC., a New York corporation ("AT&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 14360 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 Agreement by LICENSEE and acceptance of this Agreement by AT&T, the terms and conditions set forth on pages 1 through 6 of this Agreement shall apply to use by LICENSEE of SOFTWARE PRODUCTS that become subject to this Agreement.

2. AT&T makes certain SOFTWARE PRODUCTS available under this Agreement. Each such SOFTWARE PRODUCT shall become subject to this Agreement on acceptance by AT&T of a Supplement executed by LICENSEE that identifies such SOFTWARE PRODUCT and lists the DESIGNATED CPUs therefor. The first Supplement for a specific SOFTWARE PRODUCT shall have attached a Schedule for such SOFTWARE PRODUCT. Any additional terms and conditions set forth in such Schedule shall also apply with respect to such SOFTWARE PRODUCT. Initially, Supplement(s) numbered 1 ----- are included in and made part of this Agreement.

3. Additional Supplements may be added to this Agreement to add additional SOFTWARE PRODUCTS (and DESIGNATED CPUs therefor) or to add or replace DESIGNATED CPUs for other SOFTWARE PRODUCTS covered by previous Supplements. Each such additional Supplement shall be considered part of this Agreement when executed by LICENSEE and accepted by AT&T.

4. This Agreement and its Supplements set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge 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 date of acceptance 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 4/12/85
(Signature) (Date)

By O. L. Wilson APR 18 1985
(Signature) (Date)

David P. Rodgers
(Type or print name)

O. L. WILSON
(Type or print name)

Vice President of Engineering Manager, Software Sales and Marketing
(Title) (Title)

SS-Soft. Corp. 1184

I. DEFINITIONS

1.01 CPU means central processing unit.

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

1.03 DESIGNATED CPU means any CPU listed as such for a specific SOFTWARE PRODUCT in a Supplement to this Agreement.

1.04 SOFTWARE PRODUCT means materials such as COMPUTER PROGRAMS, information used or interpreted by COMPUTER PROGRAMS and documentation relating to the use of COMPUTER PROGRAMS. Materials available from AT&T for a specific SOFTWARE PRODUCT are listed in the Schedule for such SOFTWARE PRODUCT.

1.05 SUBSIDIARY of a company means a corporation or other legal entity (i) the majority of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) the majority of the equity interest in which is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a SUBSIDIARY of such company only so long as such control or such ownership and control exists.

II. GRANT OF RIGHTS

2.01 AT&T grants to LICENSEE a personal, nontransferable and nonexclusive right to use in the United States each SOFTWARE PRODUCT identified in the one or more Supplements hereto, solely for LICENSEE'S own internal business purposes and solely on or in conjunction with DESIGNATED CPUs for such SOFTWARE PRODUCT. Such right to use includes the right to modify such SOFTWARE PRODUCT and to prepare derivative works based on such SOFTWARE PRODUCT, provided the resulting materials are treated hereunder as part of the original SOFTWARE PRODUCT.

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

2.03 LICENSEE may at any time notify AT&T in writing of any changes, such as replacements or additions, that LICENSEE wishes to make to the DESIGNATED CPU; for a specific SOFTWARE PRODUCT. AT&T will prepare additional Supplements as required to cover such changes. Changes covered by a Supplement shall become effective after execution of such Supplement by LICENSEE, acceptance thereof by AT&T and, in the case of each additional CPU, receipt by AT&T of the appropriate fee.

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SS-Soft. Corp.-0²⁰184

2.04 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 by LICENSEE of SOFTWARE PRODUCTS subject to this Agreement has been reviewed and that each such SOFTWARE PRODUCT is being used solely on DESIGNATED CPUs (or temporarily on back-up CPUs) for such SOFTWARE PRODUCTS pursuant to the provisions of this Agreement.

2.05 No right is granted by this Agreement for the use of SOFTWARE PRODUCTS directly for others, or for any use of SOFTWARE PRODUCTS by others.

III. DELIVERY

3.01 Within a reasonable time after AT&T receives the fee specified in the first Supplement for a SOFTWARE PRODUCT, AT&T will furnish to LICENSEE one (1) copy of such SOFTWARE PRODUCT in the form identified in the Schedule for such SOFTWARE PRODUCT.

3.02 Additional copies of SOFTWARE PRODUCTS covered by this Agreement will be furnished to LICENSEE after receipt by AT&T of the then-current distribution fee for each such copy.

IV. EXPORT

4.01 LICENSEE agrees that it will not, without the prior written consent of AT&T, export, directly or indirectly, SOFTWARE PRODUCTS covered by this Agreement to any country outside of the United States.

V. FEES AND TAXES

5.01 Within sixty (60) days after acceptance of this Agreement by AT&T, LICENSEE shall pay to AT&T the fees required by the Supplement(s) initially attached hereto for the DESIGNATED CPUs listed in such Supplement(s).

5.02 Within sixty (60) days after acceptance of each additional Supplement by AT&T, LICENSEE shall pay to AT&T any fee required by such additional Supplement for the DESIGNATED CPUs listed in such additional Supplement.

5.03 Payments to AT&T shall be made in United States dollars to AT&T at the address specified in Section 7.11(s).

5.04 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 within the United States proper (the fifty (50) states and the District of Columbia). Fees specified in Supplement(s) to this Agreement and in Schedule(s) attached to Supplement(s) are exclusive of any 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.

Page 3 of 6

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55-Soft. Corp. 770184

VI. TERM

6.01 This Agreement shall become effective on and as of the date of acceptance by AT&T.

6.02 LICENSEE may terminate its rights under this Agreement by written notice to AT&T certifying that LICENSEE has discontinued use of and returned or destroyed all copies of SOFTWARE PRODUCTS subject to this Agreement.

6.03 If LICENSEE fails 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 LICENSEE shall immediately discontinue use of and return or destroy all copies of SOFTWARE PRODUCTS subject to this Agreement.

6.04 In the event of termination of rights under Sections 6.02 or 6.03, AT&T shall have no obligation to refund any amounts paid to it under this Agreement.

6.05 LICENSEE agrees that when a SUBSIDIARY'S relationship to LICENSEE changes so that it is no longer a SUBSIDIARY of LICENSEE, (i) all rights of such former SUBSIDIARY to use SOFTWARE PRODUCTS subject to this Agreement shall immediately cease, and (ii) such former SUBSIDIARY shall immediately discontinue use of and return to LICENSEE or destroy all copies of SOFTWARE PRODUCTS subject to this Agreement. No fees paid to AT&T for use of SOFTWARE PRODUCTS on DESIGNATED CPUs of such former SUBSIDIARIES shall be refunded; however, LICENSEE may substitute other CPUs for such DESIGNATED CPUs in accordance with Section 2.03.

VII. MISCELLANEOUS PROVISIONS

7.01 Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark. However, in respect of patents under which AT&T can grant rights, AT&T grants to LICENSEE all such rights necessary for the use by LICENSEE, pursuant to the rights granted herein, of SOFTWARE PRODUCTS, except to the extent that such patents apply (i) independently of the use of any such SOFTWARE PRODUCT, (ii) because a DESIGNATED CPU is used in combination with other hardware or (iii) because any such SOFTWARE PRODUCT is modified from the version furnished hereunder to LICENSEE by AT&T or is used in combination with other software.

7.02 This Agreement shall prevail notwithstanding any conflicting terms or legends which may appear in a SOFTWARE PRODUCT.

SS-Soft. Corp.-030184

7.03 AT&T warrants that it is empowered to grant the rights granted hereunder. AT&T makes no other representations or warranties, expressly or impliedly. By way of example but not of limitation, AT&T makes no representations or warranties of merchantability or fitness for any particular purpose, or that the use of any SOFTWARE PRODUCT will not infringe any patent, copyright or trademark. AT&T 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 any SOFTWARE PRODUCT.

7.04 LICENSEE agrees that it will not, without the prior written permission of AT&T, (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 a corporate affiliate thereof) or used by AT&T (or such an affiliate) to identify any of its products or services, or (ii) represent, directly or indirectly, that any product or service of LICENSEE is a product or service of AT&T (or such an affiliate), or is made in accordance with or utilizes any information or documentation of AT&T (or such an affiliate).

7.05 Neither the execution of this Agreement nor anything in it or in any SOFTWARE PRODUCT shall be construed as an obligation upon AT&T to furnish any person, including LICENSEE, any assistance of any kind whatsoever, or any information or documentation other than the SOFTWARE PRODUCTS to be furnished pursuant to Sections 3.01 and 3.02.

7.06 (a) LICENSEE agrees that it shall hold all parts of the SOFTWARE PRODUCTS subject to this Agreement in confidence for AT&T. LICENSEE further agrees that it shall not make any disclosure of any or all of such SOFTWARE PRODUCTS (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. If information relating to a SOFTWARE PRODUCT subject to this Agreement at any time becomes available without restriction to the general public by acts not attributable to LICENSEE or its employees, LICENSEE'S obligations under this section shall not apply to such information after such time.

(b) Notwithstanding the provisions of Section 7.06(a), LICENSEE may distribute copies of a SOFTWARE PRODUCT, either in modified or unmodified form, to third parties having licenses of equivalent scope herewith from AT&T (or a corporate affiliate thereof) for the same SOFTWARE PRODUCT, provided that LICENSEE first verifies the status of any such third party in accordance with specific instructions issued by AT&T. Such instructions may be obtained on request from AT&T at the correspondence address specified in Section 7.11(b). LICENSEE may also obtain materials based on a SOFTWARE PRODUCT subject to this Agreement from such a third party and use such materials pursuant to this Agreement, provided that LICENSEE treats such materials as if they were part of such SOFTWARE PRODUCT.

SS-Soft, Corp.-030184

7.07 The obligations of LICENSEE and its employees under Section 7.06(a) shall survive and continue after any termination of rights under this Agreement or cessation of a SUBSIDIARY'S status as a SUBSIDIARY.

7.08 LICENSEE agrees that it will not use SOFTWARE PRODUCTS subject to this Agreement except as authorized herein and that it will not make, have made or permit to be made any copies of such SOFTWARE PRODUCTS except for use on DESIGNATED CPUs for such SOFTWARE PRODUCTS (including backup and archival copies necessary in connection with such use) and for distribution in accordance with Section 7.06(b). 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 SOFTWARE PRODUCT being copied.

7.09 Neither this 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.

7.10 Except as provided in Section 7.06(b), nothing in this Agreement grants to LICENSEE the right to sell, lease or otherwise transfer or dispose of a SOFTWARE PRODUCT in whole or in part.

7.11 (a) Payments to AT&T under this 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 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 Agreement or to AT&T at the appropriate address specified in this Section 7.11. Each party to this Agreement may change an address relating to it by written notice to the other party.

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

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

EXHIBIT 17

SS-Sub-030? 310385

Agreement Number SUB-000321A

AT&T TECHNOLOGIES, INC.
SUBLICENSING AGREEMENT

1. AT&T TECHNOLOGIES, INC., a New York corporation ("AT&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 14360 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
(Signature) (Date)

By O. L. Wilson JAN 28 1986
(Signature) (Date)

DAVID P. RODGERS
(Type or print name)

O. L. WILSON
(Type or print name)

VICE-PRESIDENT
(Title)

Manager, Software Sales and Marketing
(Title)

SS-Sub.-030'

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;

SS-Sub-030

- (iv) such customer will not transfer the SUBLICENSED PRODUCT to any other party except as authorized by the entity furnishing 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 CPU's 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 CPU's 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.

SS-Sub.-0301

2.05 (a) A DISTRIBUTOR who is also an AUTHORIZED COPIER may modify and make copies of SUBLICENSED PRODUCTS, select a name for SUBLICENSED PRODUCTS to appear on such copies (consistent 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.

SS-Sub.-03018-031984

(b) Each portion of a SUBLICENSSED PRODUCT shall include an appropriate copyright notice. Such copyright notice may be the copyright notice or notices appearing in or on the corresponding portions of the SOFTWARE PRODUCT on which such SUBLICENSSED PRODUCT is based or, if copyrightable changes are made in developing such SUBLICENSSED 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 SUBLICENSSED PRODUCTS. However, purchase of such copies shall not relieve LICENSEE of its obligation to pay fees under this Sublicensing Agreement for such SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED PRODUCTS in its possession.

SS-Sub-080-031984

3.04 Neither the expiration of this Sublicensing Agreement nor the termination of LICENSEE'S rights hereunder shall relieve LICENSEE of its obligation to pay any fee hereunder. In the event of termination of LICENSEE'S rights hereunder, all fees that LICENSEE has become obligated to pay hereunder shall 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 SUBLICENSSED 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 SUBLICENSSED PRODUCTS for which per-copy fees have been paid on the same basis that a customer may use copies of SUBLICENSSED 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 SUBLICENSSED PRODUCT is based and a per-copy fee for each copy of a SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED 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 SUBLICENSSED PRODUCT from one CPU of LICENSEE to another or the transfer of a SUBLICENSSED PRODUCT from one CPU of a customer to another CPU of the same customer.

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4.02 (a) The discount percentage applicable during the initial period referred to in Section 3.01 shall be based on LICENSEE'S advance commitment to pay a specified minimum total amount of discounted per-copy fees for SUBLICENSED PRODUCTS furnished or put into use during such initial period. If no such commitment is made, no discount shall be available during the initial period. 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 3.02 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.

4.03 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's.

(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.

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(e) 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 Section by LICENSEE and AUTHORIZED COPIERS and such other records and accounts 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 SUBLICENSSED PRODUCT to customers or DISTRIBUTORS or putting any such copies into use on LICENSEE'S CPU's. Before such date LICENSEE shall pay to AT&T any initial sublicensing fee specified for the SOFTWARE PRODUCT on which such SUBLICENSSED 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 SUBLICENSSED PRODUCT furnished by it and AUTHORIZED COPIERS or put into use on LICENSEE'S CPU's, the SOFTWARE PRODUCT on which each such SUBLICENSSED 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 SUBLICENSSED PRODUCT are based on a characteristic such as number of users supported, information on such characteristic for the copies of such SUBLICENSSED PRODUCT furnished or put into use shall also be included in such statement. Each SUBLICENSSED 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 such 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.

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(d) LICENSEE shall furnish whatever additional information AT&T may reasonably prescribe from time to time to enable AT&T to ascertain the amounts 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.