LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ___4th___ day of ___March 1986___, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation ("AT&T"), having its principal office at 550 Madison Avenue, New York, New York 10022.

WITNESSETH:

WHEREAS, AT&T and/or its Subsidiary, AT&T Information Systems Inc., is the proprietor and owner of UNIX* 32V Time-Sharing System, Version 1.0 (hereinafter "32V"); and

WHEREAS, The Regents of the University of California ("the University") is the proprietor and owner of enhancements and additions to 32V, which together with parts of 32V comprise computer programs and documentation entitled Fourth Berkeley Software Distribution ("4 BSD"); and

WHEREAS, the University has issued releases of 4 BSD entitled "4.1 BSD", "4.2 BSD" and "4.3 BSD"; and

WHEREAS, 4.1 BSD has been licensed by the University to AT&T pursuant to a License Agreement effective March 9, 1983 relating to Fourth Berkeley Software Distribution; and

WHEREAS, 4.2 BSD and 4.3 BSD include some material contributed by persons other than agents, officers, and employees of the University (hereinafter "Other Contributors") and these Other Contributors are identified within 4.2 BSD and, 4.3 BSD; and

WHEREAS, AT&T, on behalf of itself and its Subsidiaries, desires to obtain from the University, and the University desires to grant to AT&T and its Subsidiaries, a license to use the computer programs and documentation comprising 4.2 BSD and 4.3 BSD;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the University hereby grants to AT&T, for itself and its Subsidiaries, the nonexclusive right to use and to sublicense 4.2 BSD and 4.3 BSD (in whole or in part, with or without modification, and whether or not in conjunction with any other software), the components of which are described on the attached Schedules, subject to the terms and conditions of this Agreement and AT&T hereby accepts such license solely upon such terms and conditions and agrees to be responsible for the compliance by its Subsidiaries of all the terms of this Agreement as if the name of the Subsidiary were substituted for that of AT&T herein.

*Trademark of AT&T Bell Laboratories.

1. **Subsidiaries.** "Subsidiary of AT&T" 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 AT&T either directly or indirectly; or (ii) the majority of the equity interest in which is now or hereafter owned and controlled by AT&T either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a Subsidiary of AT&T only as long as such control or ownership and control exists.

2. **Term.** The term of this Agreement shall commence on the effective date hereof and continue unless and until terminated as hereinafter set forth. AT&T may terminate this Agreement upon thirty (30) days written notice to the University. This license shall terminate thirty (30) days after notice from the University to AT&T that AT&T is in breach of this Agreement unless within that time AT&T gives notice satisfactory to the University that such breach has been corrected. Upon termination, AT&T shall immediately destroy 4.2 BSD and 4.3 BSD and all copies thereof including any copies contained in any storage apparatus or medium and shall cease use and sublicensing thereof.

3. **Fees.** The distribution fee for this license and delivery of one physical copy of 4.2 BSD is seven hundred fifty dollars ($750.00). The distribution fee for this license and delivery of one physical copy of 4.3 BSD is one thousand dollars ($1,000.00). AT&T may obtain additional copies of 4.2 BSD and 4.3 BSD and new releases of 4 BSD which the University may choose to make available under the terms of this Agreement by paying an additional distribution fee determined by the University. Distribution fees are due and payable in advance. Distribution fees do not include local, state or federal taxes, and AT&T hereby agrees to pay all such taxes as may be imposed upon AT&T or the University with respect to the distribution, possession, use, or sublicensing of 4 BSD pursuant to this Agreement.

4. **Title.** AT&T agrees that 4.2 BSD and 4.3 BSD contain proprietary software belonging to the University. AT&T shall have no right, title or interest in or to such proprietary software except as expressly set forth in this Agreement.

5. **AT&T Proprietary Software.** The University agrees that 4.2 BSD and 4.3 BSD contain proprietary software belonging to AT&T and licensed by AT&T as 32V.

6. **Duplication.** AT&T has the right to duplicate 4.2 BSD and 4.3 BSD as required pursuant to its use and sublicensing as allowed by this Agreement.

7. **Sublicensing.** AT&T and its Subsidiaries may sublicense the use of 4.2 BSD and 4.3 BSD, in whole or in part, to third parties ("sublicensees"). Sublicensees may further sublicense to third parties, directly or through distributors, object code for 4.2 BSD and 4.3 BSD. Such sublicensing may be implemented using the agreements and procedures acceptable to AT&T for its current release of UNIX operating systems, including the use, as AT&T deems appropriate, of agreements for object code that an end user accepts by opening the package containing the object code. Such agreements shall include, or incorporate by reference to other materials furnished to sublicensees, the covenants and restrictions of paragraphs 8, 9 and 10 of this Agreement. Material so sublicensed may be either modified or unmodified. Any such sublicensor may, but need not, charge a fee for such sublicenses.

8. **Proper Credit and Recognition.** In the use of any part of 4.2 BSD and 4.3 BSD, AT&T will give appropriate credit to the University and the Electrical Engineering and Computer Sciences Department at the Berkeley Campus of the University of California and to the Other Contributors for their roles in its development and will require sublicensees to give such credit. If AT&T is providing documentation similar to that which is provided with 4.2 BSD and 4.3 BSD, notices similar to those included in that documentation suffice to satisfy this requirement. If AT&T is providing new documentation, this requirement will be satisfied if each document includes the following statement: "This software and documentation is based in part on the Fourth Berkeley Software Distribution under license from The Regents of the University of California. We acknowledge the following individuals and institutions for their role in its development: [insert names of individuals and institutions which appear in the documentation provided to AT&T as part of 4.2 BSD and 4.3 BSD for those portions of said Distribution used by AT&T.]"

9. **Lack of Warranty.** 4.2 BSD and 4.3 BSD are provided by the University and the Other Contributors on an "As Is" basis. Neither the University nor the Other Contributors warrant that the functions contained in 4.2 BSD and 4.3 BSD will meet AT&T's requirements or will operate in the combinations which may be selected for use by AT&T, or that the operation of 4.2 BSD AND 4.3 BSD will be uninterrupted or error free. NEITHER THE REGENTS OF THE UNIVERSITY OF CALIFORNIA NOR THE OTHER CONTRIBUTORS MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF 4.2 BSD AND 4.3 BSD, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Lack of Maintenance Services.** AT&T understands and agrees that the University and the Other Contributors are under no obligation to provide either maintenance services, update services, notices of latent defects, or correction of defects for 4.2 BSD and 4.3 BSD.

11. **Patent, Trade Secret and Copyright Infringement.** If the University gives formal written notice to AT&T that there has been a claim, or is likely to be a claim, that 4.2 BSD and 4.3 BSD infringe a U.S. patent, trade secret, or copyright, AT&T agrees to either:

   (a) immediately cease use of, cease sublicensing of, and destroy the original and all copies of that part of 4.2 BSD and 4.3 BSD which is, or is likely to become, subject to the claim of infringement; or

   (b) procure from claimant, or potential claimant, of infringement the continued right to use and sublicense that part of 4.2 BSD and 4.3 BSD which is, or is likely to become, subject to the claim of infringement; or

   (c) procure from the University, which procurement shall be granted at the sole discretion of the University, the continued right to use and sublicense that part of 4.2 BSD and 4.3 BSD which is, or is likely to become, subject to the claim of infringement.

3.

12. **Limitation of Liability.** AT&T agrees to indemnify, defend, and hold harmless the University and the Other Contributors, their successors, agents, officers, and employees, either in their individual capacities or by reason of their relationship to the University or the Other Contributors, with respect to any expense, claim, liability, loss or damage (including any incidental or consequential damages) either direct or indirect, whether incurred, made or suffered by AT&T or any of its sublicensees or by other third parties (including, but not limited to, the sublicensees of AT&T's licensees), in connection with or in any way arising out of the furnishing, sublicensing, performance or use of 4.2 BSD and 4.3 BSD in connection with this Agreement. AT&T's obligations under this paragraph include, but are not limited to, its obligation to indemnify, defend, and hold the University and the Other Contributors, their agents, officers, and employees harmless in the case of any claim of copyright, trade secret, or patent infringement based in any manner on AT&T's use or sublicensing of 4.2 BSD and 4.3 BSD.

13. **Legal Expenses.** In case legal action is taken by either party to enforce this Agreement, all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof shall be paid by the other party.

14. **Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

15. **Governing Law.** This Agreement shall be construed and enforced according to the law of the State of California.

16. **Paragraph Headings.** The headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

17. **Entire Agreement.** This Agreement contains all the agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, commitments or agreements, oral or written.

18. **Authority.** Each of the undersigned warrants that he/she has the authority to bind to this Agreement the party which he/she represents.

4.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Licensor)

By ...~Roy L. Towers, Jr.~............................
   Roy L. Towers, Jr.

Title .Contract.Administrator.........................

Date .4.March.1986...................................

AMERICAN TELEPHONE AND TELEGRAPH COMPANY
(Licensee)

By ....
   O. L. WILSON

Title .....Manager, UNIX™ Software Licensing.......

FEB 26 1986

Date ....

5.

Licensed material means the computer program and documentation identified below.

1. PRINTED DOCUMENTATION

a) Changes to the Kernel in 4.2 BSD

b) Installing and Operating 4.2 BSD on the VAX

c) Hints on Configuring VAX Systems for UNIX (Revised for 4.2BSD)

d) A 4.2BSD Interprocess Communication Primer

e) Using ADB to Debug the UNIX Kernel

f) Performance Effects of Disk Subsystem Choices for VAX Systems Running 4.2BSD

g) gprof: a Call Graph Execution Profiler

h) Two sided copy of Volume 1

i) Two sided copy of Volume 2a

j) Two sided copy of Volume 2b

k) Two sided copy of Volume 2c

l) User Contributed Software

m) User Contributed Software Programmer's Manual

n) User Contributed Software Supplemental Manual

o) Ingres, Version 7, Reference Manual

The above documents are not intended to completely describe the action of all the Computer Programs listed below. All the Computer Programs described in the above documents are not necessarily provided in the Licensed Software.

2. COMPUTER PROGRAMS

The computer programs and files listed on the following pages will be supplied on two reels of 9 track, 1600 bpi tape, at least 2400 feet long.