

I. DEFINITIONS

1.01 The AUTHORIZED COUNTRY means the country specified on page 1 of this Agreement.

1.02 CPU means central processing unit.

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

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

1.05 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-IS for a specific SOFTWARE PRODUCT are listed in the Schedule for such SOFTWARE PRODUCT. Certain SOFTWARE PRODUCTS available under this Agreement may contain material prepared by other developers.

II. GRANT OF RIGHTS

2.01 (a) AT&T-IS grants to LICENSEE a personal, nontransferable and nonexclusive right to use in the AUTHORIZED COUNTRY each SOFTWARE PRODUCT identified in the one or more Supplements hereto, solely for educational use 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 that any such modification or derivative work that contains any part of a SOFTWARE PRODUCT subject to this Agreement is treated hereunder the same as such SOFTWARE PRODUCT. AT&T-IS claims no ownership interest in any portion of such modification or derivative work that is not part of a SOFTWARE PRODUCT.

(b) Educational use is limited to uses directly related to teaching and degree-granting programs and uses in noncommercial research by students and faculty members, including any uses made in connection with the development of enhancements or modifications to SOFTWARE PRODUCTS. Such uses are permitted only provided that (i) neither the results of such research nor any enhancement or modification so developed is intended primarily for the benefit of a third party, (ii) such results, enhancements and modifications, all to the extent that they do not include any portion of SOFTWARE PRODUCTS, are made available to anyone (including AT&T-IS and its corporate affiliates) without restriction on use, copying or further distribution, notwithstanding any proprietary right (such as a copyright or patent right) that could be asserted by LICENSEE, its employees, students or faculty members and (iii) any copy of any such result, enhancement or modification furnished by LICENSEE is furnished for no more than the cost of reproduction and shipping. Any such copy that includes any portion of a SOFTWARE PRODUCT shall be subject to the provisions of Section 7.05(b).