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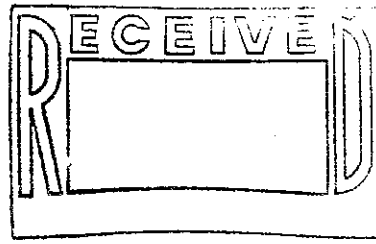
SEP 26 1994

ANSI-BSA CENTER

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TRK 417*

September 15, 1994

Beth Somerville
Secretary of the Board of Standards Review
American National Standards Institute
11 West 42d Street
New York, New York 10036



Dear Ms. Somerville:

Attached, as ANSI's Alvin Lai has discussed with StrataCom's George Washburn, is StrataCom's Statement of Patent Holder with respect to Section 12.4 of the proposed Broadband ISDN Network Node Interfaces and Inter-Network Interfaces -- Rates and Formats Specification. I have also attached a copy of StrataCom's standard form of License Agreement.

Sincerely yours,

Mark Chandler
Mark Chandler
General Counsel



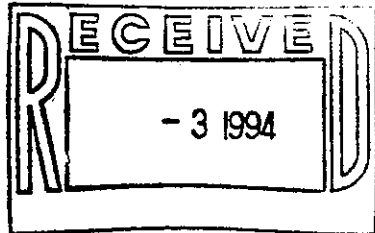
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Mark Chandler
Mark Chandler
General Counsel



american national standards institute, inc .

Cable: Standards, New York

International Telex: 42 42 96 ANSI UI

STATEMENT OF PATENT HOLDER CONCERNING THE USE OF PATENTED
DEVICE OR DESIGN IN CONJUNCTION WITH AN AMERICAN NATIONAL STANDARD

Note: This form is to be used to record the statement of a patent holder whose patented device or design (pending or approved) may have to be used by a person or organization complying with an American National Standard. This statement is filed and retained pursuant to Section 7.4 of the American National Standards Institute Procedures for Management and Coordination of American National Standards.

1. Name of Patent Holder: StrataCom, Inc.

Address: 1400 Parkmoor Avenue

San Jose, CA 95126

Telephone: 408 294-7600

Contact: Mark Chandler
(Name)

General Counsel
(Title)

2. Number and Description of Patent(s) (use extra sheet if necessary)

Patent Number(s): 5,072,449 and 5,128,945 ,

(Attach copy of patent application)

Description: Packet Framing Using Cyclic Redundancy Checking

List Claims Pertinent to Compliance with Standard: All Claims

Date of Expiration: Dec 10, 2008 and July 7, 2009 Respectively

Pending Approved (check one)

If Pending, indicate date of application: _____

If Patent Holder is a transferee of original claimant, attach the transfer agreement.

3. Name of Proposed ANSI Standard: Broadband ISDN Network Node Interfaces
and Inter-Network Interfaces-Rates and Formats Specification

List sections of standard to which patent claims relate: 12.4

4. Terms and Conditions of License

Are there any licensees Yes If so, how many 1

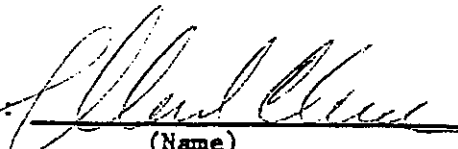
Please attach a copy of license agreement, if any.

The license agreement is not generalizable as it was entered into with a vendor as one part of an overall vendor/customer relationship.

5. Statement of Patent Holder

Please check one of the following statements:

- (a) A license shall be made available without compensation to applicants desiring to utilize the license for the purpose of implementing the standard or, (check one)
- (b) A license shall be made available to applicants under reasonable terms and conditions that are demonstrably free of any unfair discrimination.
- (c) An assurance of non-assertion will be filed with the Patent Office by the effective date of ANSI approval of the listed standard.

Signed:  Mark Chandler, General Coun
(Name) (Title)

Company: StrataCom, Inc.

Date: September 14, 1994

LICENSE AGREEMENT

This Agreement ("Agreement"), dated _____, 19____ ("Effective Date") is entered into by StrataCom, Inc., a Delaware corporation having its principal place of business at 1400 Parkmoor Avenue, San Jose, California 95126 ("StrataCom"), and _____ (LICENSEE) having its principal place of business at _____

RECITAL

WHEREAS, StrataCom owns and has rights directly in various patents issued and applications for patents pending in various countries of the world; and

WHEREAS, LICENSEE desires to acquire a license from StrataCom to use certain StrataCom patents; and

WHEREAS, StrataCom desires to grant such a license to LICENSEE according to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 "Licensed Patents" shall mean United States Patents _____ and any foreign patents which cover inventions described in such patents, and including any reissue, division, continuation, or continuation in-part applications based thereon and obtained by StrataCom.

1.2 "Licensed Product(s)" shall mean any products or part thereof whose manufacture, use, sale or other like disposition would, but for the license granted hereunder, infringe a claim of any of the patents included in the Licensed Patents.

3 "Net Sales" shall mean the total of all gross monetary revenue and the cash equivalent of nonmonetary consideration received by LICENSEE that is directly attributable to the use, sale or other like disposition of the Licensed Products, net of all separately stated taxes (other than taxes on income), interest and other finance charges paid by customers, customs duties and other governmental charges, transportation, insurance and storage charges, and discounts. When Licensed Products are used, sold or otherwise disposed of by LICENSEE to an Affiliate of LICENSEE for resale, Net Sales shall be calculated based upon the revenue and nonmonetary consideration received by such Affiliate upon its use, sale, or like disposition. For the use, sale or other like disposition of Licensed Products bundled with other hardware or software products, the Net Sales attributable to the Licensed Product shall be based upon the ratio of the list prices for the Licensed Product and the other components of the bundled product, provided that where there is no list price for a component, the percentage of Net Sales attributable to the Licensed Product shall be mutually agreed upon by the parties in good faith. LICENSEE agrees to notify StrataCom prior to LICENSEE's (or its affiliate's) introducing a product bundling a Licensed Product with any other products.

1.4 "Affiliate" shall mean any person that is directly or indirectly controlled by, under common control with, or that controls the person with which it is affiliated. For purposes of this definition, control shall be deemed to exist where (a) a person has the ability to elect a majority of the directors, trustees (or other managers) of such other person; (b) a person is a general partner of such other person; or (c) a person directly or indirectly holds (or has power to vote) more than fifty percent (50%) of the voting equity interests of such other person.

2. GRANTS

2.1 License. StrataCom grants to LICENSEE a nonexclusive, nontransferable (subject to Article 8 below), worldwide license, without right to sublicense, under the Licensed Patents, to design, manufacture, have manufactured, use, sell, or otherwise dispose of Licensed Products. Users of Licensed Products manufactured and sold by LICENSEE, and for which LICENSEE had paid StrataCom a royalty as provided in Section 3 below, shall be free to use such Licensed Products under the Licensed Patents without obligation to pay any additional royalty.

2.2 Prior Infringement. StrataCom releases, acquits and forever discharges for any time prior to the Effective date (i) LICENSEE from any and all claims or liability for infringement or alleged infringement of the Licensed Patents that are within the scope of the activities which LICENSEE is licensed to conduct under Section 2.1 above, and (ii) any customer (direct or indirect) of LICENSEE from any and all claims or liability for infringement or alleged infringement arising out of the use of a product manufactured and sold by LICENSEE prior to the Effective Date of this Agreement, where the manufacture and sale of such product by LICENSEE was within the scope of the activities which LICENSEE is licensed to conduct under Section 2.1 above.

2.3 No Other Rights. No license under any patents, copyrights, mask work rights, trademarks or other intellectual property rights other than explicitly set forth above are granted under this Agreement.

2.4 Proprietary Notices. LICENSEE will ensure that all Licensed Products manufactured, used, sold or otherwise disposed of by LICENSEE will incorporate a notice of the Licensed Patent in the same manner that StrataCom incorporates such notices in its products or in any manner reasonably requested by StrataCom.

3. CONSIDERATION

3.1 Royalty. In consideration for the rights granted by StrataCom herein, beginning as of the Effective Date LICENSEE shall pay StrataCom a royalty on its use, sale, or like disposition of Licensed Products, other than Licensed Products sold to StrataCom as follows: five percent (5%) of the Net Sales derived from the use, sale, or like disposition of the Licensed Products until the royalties paid to StrataCom equal \$ _____ and then shall be reduced to three percent (3%) of Net Sales thereafter.

3.2 Report and Payment. Within sixty (60) days after the end of each calendar quarter, LICENSEE shall furnish to StrataCom a statement in suitable form certified by responsible officer showing the number of Licensed Products by type subject to royalties hereunder which were put into use, sold, or otherwise disposed of during such quarter, the Net Sales generated by such use, sale, or other like disposition, and the amount of royalty payable Thereon. A check for the royalty payable shall accompany such statement.

3.3 Audit. LICENSEE agrees to make and to maintain for a period of five (5) years after the end of the year to which they pertain, sufficient books, records, and accounts regarding LICENSEE's manufacture, use, sale, disposition, and other activities in order to calculate and confirm LICENSEE's royalty obligations hereunder. StrataCom shall have the right not more than once every twelve (12) months to appoint an independent auditor reasonably acceptable to both parties to examine such books, records, and accounts during LICENSEE's normal business hours, and in such a manner as to not unduly interfere with LICENSEE's conducting business, to verify LICENSEE's reports on the amount of payments made to StrataCom under this Agreement, and LICENSEE's compliance with the terms and conditions of this Agreement. If any such examination discloses a shortfall or overpayment in the fees due to StrataCom hereunder, the appropriate party shall reimburse the other party for the full amount of such shortfall or overpayment. Should the audit discover a shortfall in royalty payment exceeding _____ percent (%) of the royalties due during a quarter, LICENSEE shall reimburse StrataCom for the costs of such audit.

4. CONFIDENTIALITY

StrataCom and LICENSEE agree that the terms and conditions of this Agreement shall be treated as confidential and that no reference to this Agreement or to activities pertaining thereto can be made without the prior written consent of the other party, provided, however that either party may disclose the terms and conditions of this Agreement (i) as required by any court, administrative agency, or other governmental body, (ii) as otherwise required by law, (iii) in confidence, to legal counsel, accountants, banks and financing sources and their advisors, (iv) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement or in pursuing the exercise of rights granted under this Agreement, or (v) in confidence, in connection with a merger or acquisition or proposed merger or proposed acquisition.

5. TERM AND TERMINATION

5.1 Effective Date. This Agreement shall become effective on the Effective Date and shall remain in force until the expiration of the last remaining patent in the Licensed Patents, unless earlier terminated as provided for in paragraphs 5.2 and 5.3 below.

5.2 Breach. If LICENSEE breaches any material term or condition of this Agreement and fails to cure that breach within sixty (60) days after receiving written notice of the breach, StrataCom shall have the right to terminate this Agreement, on written notice, at any time after the end of such sixty (60) day period. The right to terminate this agreement shall be in addition to, and not in limitation of, and other rights and remedies StrataCom may have in law or equity for breach.

5.3 Insolvency. If LICENSEE becomes the subject of a voluntary or involuntary petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if that petition or proceeding is not dismissed within sixty (60) days after filing, StrataCom may terminate this Agreement on thirty (30) day notice.

Survival. The rights and obligations of the parties pursuant to Section 3,4,6,7 and 9 shall survive termination of this Agreement. In the event of termination of this Agreement by one party pursuant to Section 5.2, the licenses granted hereunder to or for the benefit of such party and

the royalty obligations relating to such licenses shall survive such termination and shall extend for the entire term of this Agreement, but the licenses granted to or for the benefit of the other party shall terminate as of the date termination takes effect.

6. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PATENTS, INFORMATION OR OTHER TECHNOLOGY PROVIDED PURSUANT TO THIS AGREEMENT; PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO A BREACH BY LICENSEE OF THE LICENSE SET FORTH IN SECTION 2 ABOVE.

7. **INDEMNITY**

LICENSEE shall at all times during the term of this Agreement and thereafter indemnify, defend and hold StrataCom, its trustees, officers, employees and affiliates harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the manufacture, sale, use, lease, consumption, advertisement, or other disposition of the Licensed Products except as such claim arises out of a breach of the warranty of Section 9.3 above.

8. **ASSIGNMENT**

The license granted herein is personal in nature. LICENSEE may not assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement without the prior written consent of StrataCom, except to a person or entity ("purchaser") into which LICENSEE has merged or which has otherwise succeeded to all or substantially all of its business and assets, and which has assumed in writing LICENSEE's obligations under this Agreement. In such event, the licenses granted by the purchaser under this Agreement after such transaction shall apply only to the Licensed Patents, as applicable, in existence as of the date of such acquisition and improvements made thereafter. The party not merged or sold shall have no rights in the technology of the purchaser existing prior to the acquisition.

9. **MISCELLANEOUS**

9.1 Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to conflict of laws principles.

9.2 Jurisdiction. For any disputes arising out of this Agreement the parties consent to the personal and exclusive jurisdiction of, and venue in, the state or federal courts within Santa Clara County, California.

9.3 Warranties. StrataCom represents and warrants that it has the right to grant to or for the benefit of the other the rights and licenses granted hereunder in Article 2.

9.4 No Warranties. Nothing contained in this Agreement shall be construed as:

- (i) a warranty or representation by any of the parties hereto as to the validity, scope or enforceability of any patent or utility model; or
- (ii) a warranty or representation that any patent licensed hereunder shall be free from infringement of patents and utility models other than those under which licenses, rights and privileges have been granted hereunder; or
- (iii) an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right to bring to prosecute actions or suits against third parties for infringement; or
- (iv) conferring any right to use in advertising, publicity, or otherwise, any trademark, trade name or names, or any contraction, abbreviation or simulation thereof, of either party hereto; or
- (v) conferring upon any party any obligation to file any patent application or to secure any patent or maintain any patent

9.5 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand, by messenger or by telecommunication, addressed to the address specified below or to such changed address as may have been previously specified in writing by the addressed party:

If to StrataCom:

StrataCom, Inc.
1400 Parkmoor Avenue
San Jose, CA 95126
Attn: Vice President of Finance and Administration

If to LICENSEE:

Such notices shall be deemed to have been served when delivered or if delivery is not accomplished by reason of some fault of the addressee, when tendered.

9.6 Severability. If any paragraph, provision, or clause thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

9.7 Waiver. The failure of either party to enforce at any time the provisions of this Agreement shall in no way be constituted to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

9.8 Entire Agreement. The terms and conditions herein contained constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter hereof and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in a written document signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate manner by their duly authorized representatives on the date written below.

STRATACOM, INC.

LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____