



Line	Position			
	P		PR	PC
	T	R		
1	27	2	28	3
2	30	5	31	6
3	33	8	34	9
4	36	11	37	12
5	39	14	40	15
6	42	17	43	18
7	45	20	46	21
8	48	23	49	24

NOTE: At the time the jack is ordered, the customer shall specify the number of and sequence of central office lines to be connected to the jack. The telephone company will consecutively wire these lines to the jack in accordance with the table above, without skipping any positions.

(f) *Multiple line series configurations—*  
 (1) *Up to eight (8) position jacks.* Multiple series jacks in this category consist of multiple arrangements of configurations specified in paragraph (b) of this section, in a multiple mounting arrangement. Such multiple arrangements may be ordered as a unit under the following:

UNIVERSAL SERVICE ORDER CODE: RJ31M:  
 Multiple series T/R ahead of all station equipment (reference §68.502(b)(1)).

[41 FR 28699, July 12, 1976, as amended at 44 FR 7959, Feb. 8, 1979; 46 FR 38516, July 28, 1981; 50 FR 47549, Nov. 19, 1985; 50 FR 49930, Dec. 6, 1985; 51 FR 951, Jan. 9, 1986]

**§ 68.504 Universal patent license agreement.**

UNIVERSAL PATENT LICENSE AGREEMENT

Effective as of \_\_\_\_\_ WESTERN ELECTRIC COMPANY, INCORPORATED, a New York corporation ("WESTERN"), having an office at 222 Broadway, New York, New York 10038, and \_\_\_\_\_ ("the CORPORATION"), having an office at \_\_\_\_\_ agree as follows:

ARTICLE I—DEFINITIONS

1.01 Terms in this agreement (other than technical terms, names of parties, companies and Article headings) which are in capital letters shall have the meanings specified in the General Definitions Appendix, and technical terms in this agreement which are in capital letters shall have the meanings specified in the Technical Definitions Appendix.

ARTICLE II—GRANTS OF LICENSES AND IMMUNITIES

2.01 WESTERN grants to the CORPORATION under WESTERN'S PATENTS non-exclusive licenses for products of the following kinds:

2.02 All licenses herein granted shall commence on the effective date hereof and, except as provided in Article V and notwithstanding the expiration of the FIVE YEAR PERIOD, shall continue for the entire terms that the patents under which they are granted are in force or for that part of such terms for which WESTERN has the right to grant such licenses.

2.03 WESTERN grants under all patents issued in countries other than the United States and owned or controlled by AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation ("AT&T"), WESTERN or their SUBSIDIARIES, royalty-free immunity relating to the sale, lease or use in, or the importation into, such other countries of LICENSED PRODUCTS, and maintenance parts therefor, manufactured under the licenses granted under WESTERN'S PATENTS: provided, however, that nothing in this section 2.03 shall relieve the CORPORATION of its obligation to pay any royalty which may be predicated upon such manufacture of any such LICENSED PRODUCT or part, whether or not the first sale, lease or use thereof occurs outside of the United States.

2.04 The licenses granted for LICENSED PRODUCTS are licenses to make, have made, use, lease and sell such LICENSED PRODUCTS. Such licenses include the rights to maintain LICENSED PRODUCTS, to practice methods and processes involved in the use of LICENSED PRODUCTS and to make and have made, to use and have used, and to maintain machines, tools, materials and other instrumentalities, and to use and have used methods and processes, insofar as such machines, tools, materials, other instrumentalities, methods and processes are involved in or incidental to the development, manufacture, installation, testing or repair of LICENSED PRODUCTS.

2.05 The grant of each license to the CORPORATION includes the right to grant sublicenses within the scope of such license to its SUBSIDIARIES. Such right may be exercised at any time prior to termination or cancellation of the corresponding license under the provisions of Article V. Any such sublicenses granted to any present SUBSIDIARY may be made effective, retroactively, as of the effective date hereof, and any such sublicenses granted to any future SUBSIDIARY may be made effective, retroactively, as of the date such company became a SUBSIDIARY.

2.06 It is recognized that WESTERN or any of its ASSOCIATED COMPANIES may have entered into or may hereafter enter into a contract with a national government to do development work financed by such government and may be required under such contract (either unconditionally or by reason of any action or inaction thereunder) to assign to such government its rights to grant, or may now or hereafter be restrained by such government from granting, licenses or immunities to others than its ASSOCIATED COMPANIES under patents for inventions arising out of such work or covered by such contract. The resulting inability of WESTERN to grant the licenses or immunities purported to be granted by it under pat-

ents for such inventions shall not be considered to be a breach of this agreement, if:

(i) Such contract is for the benefit of such government's military or national defense establishment or the Energy Research and Development Administration of the United States Government or the National Aeronautics and Space Administration of the United States Government, or

(ii) In cases other than (i), such contract is with the United States Government or any agency of and within such Government, and any such requirement or restraint is pursuant to a statute or officially promulgated regulation of such Government or agency applicable to such contract;

provided, however, that

(iii) WESTERN (or, if an ASSOCIATED COMPANY thereof has entered into such contract, such ASSOCIATED COMPANY) shall exert its best efforts to enable WESTERN to grant the licenses or immunities herein purported to be granted by it under such patents; and

(iv) Within ninety (90) days after the filing of any application for any such patent, WESTERN shall give written notice to the other party identifying such application by country, number and date of filing.

For the purposes of this section 2.06, AT&T, WESTERN and their ASSOCIATED COMPANIES shall all be deemed to be ASSOCIATED COMPANIES of one another.

#### ARTICLE III—ROYALTY

3.01 The CORPORATION shall pay to WESTERN royalty, at the applicable rate hereinafter specified, on each LICENSED PRODUCT, and maintenance part therefor, which is a ROYALTY-BEARING PRODUCT, and

(i) Which is sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES while any license acquired hereunder by the CORPORATION with respect to such ROYALTY-BEARING PRODUCT shall remain in force, or

(ii) Which is made by or for the CORPORATION or any of its SUBSIDIARIES while any such license shall remain in force and is thereafter sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES,

whether or not such SUBSIDIARIES are sub-licensed pursuant to section 2.05, such royalty rate to be applied, except as provided in section 3.05, to the NET SELLING PRICE of such ROYALTY-BEARING PRODUCT if sold for a separate consideration payable wholly in money and in all other cases to the FAIR MARKET VALUE thereof. The royalty rates applicable to LICENSED PRODUCTS of the kinds specified in section 2.01, and maintenance parts therefor, are as follows:

(iii)

3.02 If a LICENSED PRODUCT is a ROYALTY-BEARING PRODUCT solely on account of one or a limited number of WESTERN'S PATENTS, the CORPORATION may elect to reduce the amount of royalty otherwise payable hereunder on said LICENSED PRODUCT by a royalty reduction percentage, and as of an effective date, established by WESTERN. Upon written request from the CORPORATION identifying the LICENSED PRODUCT and each relevant patent, WESTERN will inform the CORPORATION of the royalty reduction percentage applicable in respect of said LICENSED PRODUCT and patent or patents and the effective date thereof.

3.03 A LICENSED PRODUCT, or maintenance part therefor, which is made and sold by the CORPORATION or any of its SUBSIDIARIES and which is a ROYALTY-BEARING PRODUCT hereunder on account of one or more of WESTERN'S PATENTS, may be treated by the CORPORATION as not licensed and not subject to royalty hereunder if all of the following conditions are met:

(i) The purchaser is licensed under the same patent or patents, pursuant to another agreement, to have said LICENSED PRODUCT or part made;

(ii) The purchaser expressly advises the CORPORATION or its SUBSIDIARY, whichever effects the making and sale, in writing at or prior to (but in no event later than) the time of such sale that, in purchasing said LICENSED PRODUCT or part, it is exercising its own license or licenses under said patent or patents to have said LICENSED PRODUCT or part made; and

(iii) The CORPORATION retains such written advice and makes it available to WESTERN at the latter's request.

3.04 Only one royalty shall be payable hereunder in respect of any ROYALTY-BEARING PRODUCT. Royalty shall accrue hereunder on any LICENSED PRODUCT, or maintenance part therefor, upon its first becoming a ROYALTY-BEARING PRODUCT, and the royalty thereon shall become payable in accordance with the provisions of this Article III upon the first sale, lease or putting into use thereof.

3.05 If any sale of a ROYALTY-BEARING PRODUCT shall be made by the CORPORATION on a SUBSIDIARY thereof to:

(i) Any company of which the CORPORATION is a SUBSIDIARY at the time of such sale, or

(ii) The CORPORATION or a SUBSIDIARY thereof or any other SUBSIDIARY of a company of which the CORPORATION is a SUBSIDIARY at the time of such sale.

royalty payable hereunder shall be computed on the FAIR MARKET VALUE of such ROYALTY-BEARING PRODUCT,

## ARTICLE IV—REPORTS AND PAYMENTS

4.01 The CORPORATION shall keep full, clear and accurate records with respect to ROYALTY-BEARING PRODUCTS. WESTERN 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 such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this 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.<sup>1</sup>

4.02 (a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period during which this agreement first becomes effective, the CORPORATION shall furnish to WESTERN a statement, in form acceptable to WESTERN, certified by a responsible official of the CORPORATION:

(i) Showing all ROYALTY-BEARING PRODUCTS, by kinds of LICENSED PRODUCTS, which were sold, leased or put into use during such semiannual period, the NET SELLING PRICES of such ROYALTY-BEARING PRODUCTS or (where royalty is based on FAIR MARKET VALUES) the FAIR MARKET VALUES thereof and the amount of royalty payable thereon (or if no such ROYALTY-BEARING PRODUCT has been so sold, leased or put into use, showing that fact);

(ii) Identifying, if royalty is reduced under provisions of section 3.02, each LICENSED PRODUCT by its type and the patent or patents involved in such royalty reduction;

(iii) Showing, by purchasers and kinds of LICENSED PRODUCTS, the monetary totals of the sales, to each purchaser exercising its own "to have made" license or licenses, of LICENSED PRODUCTS and

<sup>1</sup>If licensee insists on a non-Western auditor, third line, insert, after "representatives", -or, at the election of the CORPORATION, through a firm of certified public accountants proposed by WESTERN and accepted by the CORPORATION-.

maintenance parts in transactions of the character described in section 3.03; and

(iv) Identifying all transactions of the character described in section 3.05.

(b) Within such sixty (60) days the CORPORATION shall, irrespective of its own business and accounting methods, pay to WESTERN the royalties payable for such semiannual period.

(c) Notwithstanding the provisions of section 6.03(a)(v), the CORPORATION shall furnish whatever additional information WESTERN may reasonably prescribe from time to time to enable WESTERN to ascertain which LICENSED PRODUCTS (and maintenance parts therefor) sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES are subject to the payment of royalty to WESTERN, and the amount of royalty payable thereon.

4.03 Royalty payments provided for in this agreement shall, when overdue, bear interest at an annual rate of one percent (1%) over the prime rate or successive prime rates in effect in New York City during delinquency.

4.04 Payment to WESTERN shall be made in United States dollars to WESTERN'S Treasury Organization at 222 Broadway, New York, New York 10038, or at such changed address as WESTERN shall have specified by written notice. If any royalty for any semiannual period referred to in section 4.02 is computed in other currency, conversion to United States dollars shall be at the prevailing rate for bank cable transfers on New York City as quoted for the last day of such semiannual period by leading banks dealing in the New York City foreign exchange market.

#### ARTICLE V—TERMINATION, CANCELLATION AND SURRENDER

5.01 (a) If the CORPORATION shall fail to fulfill one or more of its obligations under ARTICLES III or IV, WESTERN may, upon election and in addition to any other remedies that it may have, at any time terminate all licenses and rights granted to the CORPORATION hereunder, by not less than six (6) months' written notice to the CORPORATION specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

(b) Termination by WESTERN of licenses and rights granted to the CORPORATION shall terminate the obligations of the CORPORATION under the provisions of Articles III and IV relating to such terminated licenses and rights, except such obligations as to ROYALTY-BEARING PRODUCTS made, sold, leased or put into use prior to such termination.

5.02 By written notice to WESTERN, the CORPORATION may cancel the licenses for

any specified products granted hereunder to it under WESTERN'S PATENTS. Such cancellation shall be effective as of the date of giving said notice but shall not relieve the CORPORATION of its obligation to pay accrued royalties with respect to such specified products.

5.03 By written notice to WESTERN, specifying any of WESTERN'S PATENTS by number and date of issuance, the CORPORATION may surrender and terminate all licenses and rights granted to it under such specified patent or patents or under any specified invention or inventions thereof. Such surrender and termination shall be effective as of a date specified in said notice which shall not be more than six (6) months prior to the date of giving said notice. As of said effective date, such specified patent or patents or invention or inventions shall cease to be among, or among the inventions of, WESTERN'S PATENTS for the purposes of this agreement without affecting obligations in respect of royalties accrued prior to said effective date.

5.04 (a) Every sublicense granted by the CORPORATION shall terminate with termination or cancellation of its corresponding license.

(b) Any sublicenses granted shall terminate if and when the grantee thereof ceases to be a SUBSIDIARY of the CORPORATION. Each LICENSED PRODUCT and each maintenance part, made by or for a SUBSIDIARY of the CORPORATION, and on which royalty has accrued but which remains not sold, leased or put into use at the time such SUBSIDIARY ceases to be a SUBSIDIARY of the CORPORATION, shall be deemed to have been put into use by such SUBSIDIARY immediately prior to such time at the place said LICENSED PRODUCT or part is then located.

5.05 Licenses, immunities and rights with respect to each LICENSED PRODUCT, and each maintenance part, made, sold, leased or put into use prior to any termination or cancellation under the provisions of this Article V shall survive such termination or cancellation.

#### ARTICLE VI—MISCELLANEOUS PROVISIONS

6.01 (a) WESTERN shall, upon written request from the CORPORATION sufficiently identifying any patent by country, number and date of issuance, inform the CORPORATION as to the extent to which any such patent is subject to the licenses, immunities and rights granted to the CORPORATION.

(b) If such licenses, immunities or rights under any such patent are restricted in scope, copies of all pertinent provisions of any contract (other than provisions of a contract with a government to the extent that disclosure thereof is prohibited under the government's laws or regulations) creating

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such restrictions shall, upon request, be furnished to the CORPORATION.

6.02 Upon written request from the CORPORATION, WESTERN shall inform the CORPORATION which of WESTERN'S PATENTS cover inventions under which the United States Government holds a royalty-free license.

6.03 (a) Nothing contained in this agreement shall be construed as:

(i) Requiring the filing of any patent application, the securing of any patent or the maintaining of any patent in force; or

(ii) A warranty or representation by WESTERN as to the validity or scope of any patent; or

(iii) A warranty or representation that any manufacture, sale, lease, use or importation will be free from infringement of patents other than those under which and to the extent to which licenses or immunities are in force hereunder; or

(iv) An agreement to bring or prosecute actions or suits against third parties for infringement; or

(v) An obligation to furnish any manufacturing or technical information or assistance; or

(vi) Conferring any right to use, in advertising, publicity or otherwise, any name, trade name or trademark, or any contraction, abbreviation or simulation thereof; or

(vii) Conferring by implication, estoppel or otherwise upon the CORPORATION any license or other right under any patent, except the licenses and rights expressly granted to the CORPORATION; or

(viii) An obligation upon WESTERN to make any determination as to the applicability of any patent to any product of the CORPORATION or any of its SUBSIDIARIES; or

(ix) A release for any infringement prior to the effective date hereof.

(b) Neither WESTERN nor AT&T makes any representations, extends any warranties of any kind or assumes any responsibility whatever with respect to the manufacture, sale, lease, use or importation of any LICENSED PRODUCT, or part thereof, by the CORPORATION, any of its SUBSIDIARIES, or any direct or indirect supplier or vendee or other transferee of any such company, other than the licenses, immunities and rights expressly herein granted.

6.04 Neither this agreement nor any licenses or rights hereunder, in whole or in part, shall be assignable or otherwise transferable.

6.05 Any notice, request or information shall be deemed to be sufficiently given when sent by registered mail addressed to the addressee at its office above specified (and when addressed to WESTERN to the attention of its Patent Licensing Organization) and any royalty statement shall be deemed

to be sufficiently furnished when sent by registered mail addressed to WESTERN'S Treasury Organization at 222 Broadway, New York, New York 10038, or at such changed address as the addressee shall have specified by written notice.

6.06 This agreement 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 in any prior existing written agreement between the parties, 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.

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

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

WESTERN ELECTRIC COMPANY, INCORPORATED

By Director of Patent Licensing

Date

[SEAL]

Attest:

Secretary

By Title

Date

[SEAL]

Attest:

Secretary

**GENERAL DEFINITIONS APPENDIX**

FAIR MARKET VALUE means the NET SELLING PRICE which the CORPORATION or any of its SUBSIDIARIES, whichever effects the sale, lease or use of the product or maintenance part, would realize from an unaffiliated buyer in an arm's length sale of an identical product or maintenance part in the same quantity and at the same time and place as such sale, lease or use.

FIVE YEAR PERIOD means the period commencing on the effective date of this agreement and having a duration of five years.

LICENSED PRODUCT means:

(i) Any product as such, or

(ii) Any product which is any specified combination, of the kinds listed in section 2.01 of this agreement. Although the term does not mean, and although licenses are

not granted for any other combination, a LICENSED PRODUCT

(iii) Shall not lose its status as such on account of, and

(iv) Shall not cause an unlicensed combination to infringe WESTERN'S PATENTS solely on account of, such LICENSED PRODUCT being made, sold, leased or put into use as part of an unlicensed combination.

NET SELLING PRICE means the gross selling price of the ROYALTY-BEARING PRODUCT in the form in which it is sold, whether or not assembled (and without excluding therefrom any components or sub-assemblies thereof, whatever their origin and whether or not patent impacted), less the following items but only insofar as they pertain to the sale of such ROYALTY-BEARING PRODUCT by the CORPORATION or any of its SUBSIDIARIES and are included in such gross selling price:

(i) Usual trade discounts actually allowed (other than cash discounts, advertising allowances, or fees or commissions to any employees of the CORPORATION, a SUBSIDIARY of the CORPORATION, a company of which the CORPORATION is a SUBSIDIARY at the time of the sale, or any other SUBSIDIARY of a company of which the CORPORATION is a SUBSIDIARY at the time of such sale);

(ii) Packing costs;

(iii) Import, export, excise and sales taxes, and customs duties;

(iv) Costs of insurance and transportation from the place of manufacture to the customer's premises or point of installation;

(v) Costs of installation at the place of use; and

(vi) Costs of special engineering services not incident to the design or manufacture of the ROYALTY-BEARING PRODUCT.

ROYALTY-BEARING PRODUCT means any LICENSED PRODUCT, and any maintenance part therefor,

(i) Which upon manufacture includes, or the manufacture of which employs, any invention of any of WESTERN'S PATENTS in force at the time and place of such manufacture, or

(ii) Which includes when sold, leased or put into use, or the use of which employs, any invention of any of WESTERN'S PATENTS in force at the time and place of such sale, lease or use,

other than

(iii) Inventions under which the United States Government holds a royalty-free license if such LICENSED PRODUCT or part is contracted for, directly or indirectly, by the United States Government, or by another national government with funds derived through the Military Assistance Pro-

gram or otherwise through the United States Government, and

(iv) Inventions employed in the manufacture of, or included in, such LICENSED PRODUCT or any original part thereof, or such maintenance part therefor or any original part thereof, by a direct or indirect supplier of the CORPORATION or any of its SUBSIDIARIES, but only to the extent such supplier has exercised its own licenses granted by WESTERN under patents for such inventions to so employ or include said inventions.

SUBSIDIARY means a company the majority of whose stock entitled to vote for election of directors is now or hereafter controlled by the parent company either directly or indirectly, but any such company shall be deemed to be a SUBSIDIARY only so long as such control exists.

WESTERN'S PATENTS means all patents issued at any time in the United States for:

(i) Inventions made prior to the termination of the FIVE YEAR PERIOD and owned or controlled at any time during the FIVE YEAR PERIOD by AT&T, WESTERN or any of their SUBSIDIARIES,

(ii) Inventions made during the FIVE YEAR PERIOD, solely or jointly with anyone, and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and

(iii) Any other inventions made prior to the termination of the FIVE YEAR PERIOD, with respect to which and to the extent to which any such company shall at any time during the FIVE YEAR PERIOD have the right to grant the licenses and rights which are herein granted by WESTERN:

provided, however, that said patents do not include those issued for inventions made by employees of any SUBSIDIARY of WESTERN or AT&T exclusively engaged in the performance of contracts with the Energy Research and Development Administration of the United States.

TECHNICAL DEFINITIONS APPENDIX

BILATERAL PATENT LICENSE AGREEMENT

Effective as of \_\_\_\_\_ WESTERN ELECTRIC COMPANY, INCORPORATED, a New York corporation ("WESTERN"), having an office at 222 Broadway, New York, New York 10038, and \_\_\_\_\_ ("the CORPORATION") having an office at \_\_\_\_\_ agree as follows:

## ARTICLE I—DEFINITIONS

1.01 Terms in this agreement (other than technical terms, names of parties, companies and Article headings) which are in capital letters shall have the meanings specified in the General Definitions Appendix, and technical terms in this agreement which are in capital letters shall have the meanings specified in the Technical Definitions Appendix.

## ARTICLE II—GRANTS OF LICENSES AND IMMUNITIES

2.01 WESTERN grants to the CORPORATION under WESTERN'S PATENTS non-exclusive licenses for products of the following kinds:

2.02 The CORPORATION grants to WESTERN and to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation ("AT&T"), severally, under the CORPORATION'S PATENTS nonexclusive royalty-free licenses for products of the following kinds:

2.03 All licenses herein granted shall commence on the effective date hereof and, except as provided in Article VI and notwithstanding the expiration of the FIVE YEAR PERIOD, shall continue for the entire terms that the patents under which they are granted are in force or for that part of such terms for which the grantor has the right to grant such licenses.

2.04 (a) WESTERN grants under all patents issued in countries other than the United States and owned or controlled by AT&T, WESTERN or their SUBSIDIARIES, royalty-free immunity relating to the sale, lease or use in, or the importation into, such other countries of LICENSED PRODUCTS, and maintenance parts therefor, manufactured under the licenses granted under WESTERN'S PATENTS; provided, however, that nothing in this section 2.04(a) shall relieve the CORPORATION of its obligation to pay any royalty which may be predicated upon such manufacture of any such LICENSED PRODUCT or part, whether or not the first sale, lease or use thereof occurs outside of the United States.

(b) The CORPORATION grants under all patents issued in countries other than the United States and owned or controlled by it or its ASSOCIATED COMPANIES, royalty-free immunity relating to the sale, lease or use in, or the importation into, such other countries of LICENSED PRODUCTS, and maintenance parts therefor, manufactured under the licenses granted under the CORPORATION'S PATENTS.

2.05 The licenses granted for LICENSED PRODUCTS are licenses to make, have made, use, lease and sell such LICENSED PRODUCTS. Such licenses include the rights

to maintain LICENSED PRODUCTS, to practice methods and processes involved in the use of LICENSED PRODUCTS and to make and have made, to use and have used, and to maintain machines, tools, materials and other instrumentalities, and to use and have used methods and processes, insofar as such machines, tools, materials, other instrumentalities, methods and processes are involved in or incidental to the development, manufacture, installation, testing or repair of LICENSED PRODUCTS.

2.06 The grant of each license to the CORPORATION includes the right to grant sublicenses within the scope of such license to its SUBSIDIARIES. The grant of each license to WESTERN or AT&T includes the right to grant sublicenses within the scope of such license to its ASSOCIATED COMPANIES. Such right of either party or AT&T may be exercised at any time prior to termination or cancellation of the corresponding license under the provisions of Article VI. Any such sublicenses granted to any present SUBSIDIARY or any present ASSOCIATED COMPANY may be made effective, retroactively, as of the effective date hereof, and any such sublicenses granted to any future SUBSIDIARY or any future ASSOCIATED COMPANY may be made effective, retroactively, as of the date such company became a SUBSIDIARY or an ASSOCIATED COMPANY.

## ARTICLE III—ACQUISITION AND WARRANTY

3.01 WESTERN and the CORPORATION shall each acquire rights to inventions made during the FIVE YEAR PERIOD which relate to the subject matter of licenses granted and are made, in the course of their employment, either solely or jointly with anyone, by its or its ASSOCIATED COMPANIES employees (and in the case of WESTERN'S obligation, by employees of AT&T or its SUBSIDIARIES) who are employed to do research, development or other inventive work, such that each grantee shall by virtue of this agreement, receive in respect of patents issued for such inventions, licenses and rights of the scope and upon the terms herein provided to be granted to such grantee.

3.02 WESTERN and, except as may be stated in a letter from the CORPORATION to WESTERN referring to this agreement and delivered before or concurrently with the execution hereof by WESTERN, the CORPORATION each warrants that there are no commitments or restrictions which will limit the licenses and rights granted by it under patents issued at any time for inventions owned at any time during the FIVE YEAR PERIOD by it or any of its ASSOCIATED COMPANIES (and in the case of WESTERN'S warranty, by AT&T or any of its SUBSIDIARIES).

3.03 It is recognized that either party or any of its ASSOCIATED COMPANIES may

have entered into or may hereafter enter into a contract with a national government to do development work financed by such government and may be required under such contract (either unconditionally or by reason of any action or inaction thereunder) to assign to such government its rights to grant, or may now or hereafter be restrained by such government from granting, licenses or immunities to others than its ASSOCIATED COMPANIES under patents for inventions arising out of such work or covered by such contract. The resulting inability of such party to grant the licenses or immunities purported to be granted by it under patents for such inventions shall not be considered to be a breach of this agreement, if:

(i) Such contract is for the benefit of such government's military or national defense establishment or the Energy Research and Development Administration of the United States Government or the National Aeronautics and Space Administration of the United States Government, or

(ii) In cases other than (i), such contract is with the United States Government or any agency of and within such Government, and any such requirement or restraint is pursuant to a statute or officially promulgated regulation of such Government or agency applicable to such contract;

provided, however, that:

(iii) Such party (or, if an ASSOCIATED COMPANY thereof has entered into such contract, such ASSOCIATED COMPANY) shall exert its best efforts to enable such party to grant the licenses or immunities herein purported to be granted by it under such patents; and

(iv) Within ninety (90) days after the filing of any application for any such patent, such party shall give written notice to the other party identifying such application by country, number and date of filing.

For the purposes of this section 3.03, AT&T, WESTERN and their ASSOCIATED COMPANIES shall all be deemed to be ASSOCIATED COMPANIES of one another, and the CORPORATION and its ASSOCIATED COMPANIES shall be deemed to be ASSOCIATED COMPANIES of one another.

#### ARTICLE IV—ROYALTY

4.01 The CORPORATION shall pay to WESTERN royalty, at the applicable rate hereinafter specified, on each LICENSED PRODUCT, and maintenance part therefor, which is a ROYALTY-BEARING PRODUCT, and

(i) Which is sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES while any license acquired hereunder by the CORPORATION with re-

spect to such ROYALTY-BEARING PRODUCT shall remain in force, or

(ii) Which is made by or for the CORPORATION or any of its SUBSIDIARIES while any such license shall remain in force and is thereafter sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES,

whether or not such SUBSIDIARIES are sub-licensed pursuant to section 2.06, such royalty rate to be applied, except as provided in section 4.05, to the NET SELLING PRICE of such ROYALTY-BEARING PRODUCT if sold for a separate consideration payable wholly in money and in all other cases to the FAIR MARKET VALUE thereof. The royalty rates applicable to LICENSED PRODUCTS of the kinds specified in section 2.01, and maintenance parts therefor, are as follows:

(iii)

4.02 If a LICENSED PRODUCT is a ROYALTY-BEARING PRODUCT solely on account of one or a limited number of WESTERN'S PATENTS, the CORPORATION may elect to reduce the amount of royalty otherwise payable hereunder on said LICENSED PRODUCT by a royalty reduction percentage, and as of an effective date, established by WESTERN. Upon written request from the CORPORATION identifying the LICENSED PRODUCT and each relevant patent, WESTERN will inform the CORPORATION of the royalty reduction percentage applicable in respect of said LICENSED PRODUCT and patent or patents and the effective date thereof.

4.03 A LICENSED PRODUCT, or maintenance part therefor, which is made and sold by the CORPORATION or any of its SUBSIDIARIES and which is a ROYALTY-BEARING PRODUCT hereunder on account of one or more of WESTERN'S PATENTS, may be treated by the CORPORATION as not licensed and not subject to royalty hereunder if all of the following conditions are met:

(i) The purchaser is licensed under the same patent or patents, pursuant to another agreement, to have said LICENSED PRODUCT or part made;

(ii) The purchaser expressly advises the CORPORATION or its SUBSIDIARY, whichever effects the making and sale, in writing at or prior to (but in no event later than) the time of such sale that, in purchasing said LICENSED PRODUCT or part, it is exercising its own license or licenses under said patent or patents to have said LICENSED PRODUCT or part made; and

(iii) The CORPORATION retains such written advice and makes it available to WESTERN at the latter's request.

4.04 Only one royalty shall be payable hereunder in respect of any ROYALTY-BEARING PRODUCT. Royalty shall accrue

hereunder on any LICENSED PRODUCT, or maintenance part therefor, upon its first becoming a ROYALTY-BEARING PRODUCT, and the royalty thereon shall become payable in accordance with the provisions of this Article IV upon the first sale, lease or putting into use thereof.

4.05 If any sale of a ROYALTY-BEARING PRODUCT shall be made by the CORPORATION or a SUBSIDIARY thereof to:

(i) Any company of which the CORPORATION is a SUBSIDIARY at the time of such sale, or

(ii) The CORPORATION or a SUBSIDIARY thereof or any other SUBSIDIARY of a company of which the CORPORATION is a SUBSIDIARY at the time of such sale,

royalty payable hereunder shall be computed on the FAIR MARKET VALUE of such ROYALTY-BEARING PRODUCT.

#### ARTICLE V—REPORTS AND PAYMENTS

5.01 The CORPORATION shall keep full, clear and accurate records with respect to ROYALTY-BEARING PRODUCTS. WESTERN 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 such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this 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 adjustments 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.<sup>1</sup>

5.02 (a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period during which this agreement first becomes effective, the CORPORATION shall furnish to WESTERN a statement, in form acceptable to WESTERN; certified by a responsible official of the CORPORATION:

(i) Showing all ROYALTY-BEARING PRODUCTS, by kinds of LICENSED PRODUCTS, which were sold, leased or put into use during such semiannual period,

the NET SELLING PRICES of such ROYALTY-BEARING PRODUCTS or (where royalty is based on FAIR MARKET VALUES) the FAIR MARKET VALUES thereof and the amount of royalty payable thereon (or if no such ROYALTY-BEARING PRODUCT has been so sold, leased or put into use, showing that fact);

(ii) Identifying, if royalty is reduced under provisions of section 4.02, each LICENSED PRODUCT by its type and the patent or patents involved in such royalty reduction;

(iii) Showing, by purchasers and kinds of LICENSED PRODUCTS, the monetary totals of the sales, to each purchaser exercising its own "to have made" license or licenses, of LICENSED PRODUCTS and maintenance parts in transactions of the character described in section 4.03; and

(iv) Identifying all transactions of the character described in section 4.05.

(b) Within such sixty (60) days the CORPORATION shall, irrespective of its own business and accounting methods, pay to WESTERN the royalties payable for such semiannual period.

(c) Notwithstanding the provisions of section 7.04(a)(v), the CORPORATION shall furnish whatever additional information WESTERN may reasonably prescribe from time to time to enable WESTERN to ascertain which LICENSED PRODUCTS (and maintenance parts therefor) sold, leased or put into use by the CORPORATION or any of its SUBSIDIARIES are subject to the payment of royalty to WESTERN, and the amount of royalty payable thereon.

5.03 Royalty payments provided for in this agreement shall, when overdue, bear interest at an annual rate of one percent (1%) over the prime rate or successive prime rates in effect in New York City during delinquency.

5.04 Payment to WESTERN shall be made in United States dollars to WESTERN'S Treasury Organization at 222 Broadway, New York, New York 10038, or at such changed address as WESTERN shall have specified by written notice. If any royalty for any semiannual period referred to in section 5.02 is computed in other currency, conversion to United States dollars shall be at the prevailing rate for bank cable transfers on New York City as quoted for the last day of such semiannual period by leading banks dealing in the New York City foreign exchange market.

#### ARTICLE VI—TERMINATION, CANCELLATION AND SURRENDER

6.01 Any termination under the provisions of this Article VI by one party of licenses and rights of the other party shall not affect the licenses and rights of the terminating party and its sublicensees (or of AT&T and

<sup>1</sup>If licensee insists on a non-Western auditor, third line, insert, after "representatives", -or, at the election of the CORPORATION, through a firm of certified public accountants proposed by WESTERN and accepted by the CORPORATION-.

its sublicensees if WESTERN is the terminating party), nor the obligations of the CORPORATION under the provisions of Articles IV and V if it is the terminating party.

6.02 If WESTERN shall fail to fulfill one or more of its obligations under this agreement, the CORPORATION may, upon election and in addition to any other remedies that it may have, at any time terminate all licenses and rights granted to WESTERN and AT&T hereunder, by not less than six (6) months' written notice to WESTERN specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

6.03 (a) If the CORPORATION shall fail to fulfill one or more of:

(i) Its obligations under Articles IV or V, or

(ii) Its obligations under this agreement whereby WESTERN or AT&T fails to receive licenses or rights which it is entitled hereunder to receive under patents issued in the United States,

WESTERN may, upon the election and in addition to any other remedies that it may have, at any time terminate all licenses and rights granted to the CORPORATION hereunder, by not less than six (6) months' written notice to the CORPORATION specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

(b) Termination by WESTERN of licenses and rights granted to the CORPORATION shall terminate the obligations of the CORPORATION under the provisions of Articles IV and V relating to such terminated licenses and rights, except such obligations as to ROYALTY-BEARING PRODUCTS made, sold, leased or put into use prior to such termination.

6.04 (a) By written notice to WESTERN, the CORPORATION may cancel the licenses for any specified products granted hereunder to it under WESTERN'S PATENTS. Such cancellation shall be effective as of the date of giving said notice but shall not relieve the CORPORATION of its obligation to pay accrued royalties with respect to such specified products.

(b) By written notice to the CORPORATION, WESTERN or AT&T may cancel the licenses for any specified products granted hereunder to it under the CORPORATION'S PATENTS, such cancellation to be effective as of the date of giving said notice.

6.05 By written notice to WESTERN, specifying any of WESTERN'S PATENTS by number and date of issuance, the CORPORATION may surrender and terminate all licenses and rights granted to it under such specified patent or patents or under any specified invention or inventions thereof. Such surrender and termination shall be effective as of a date specified in said notice

which shall not be more than six (6) months prior to the date of giving said notice. As of said effective date, such specified patent or patents or invention or inventions shall cease to be among, or among the inventions of, WESTERN'S PATENTS for the purposes of this agreement without affecting obligations in respect of royalties accrued prior to said effective date.

6.06 (a) Every sublicense granted by a party or AT&T shall terminate with termination or cancellation of its corresponding license.

(b) Any sublicenses granted shall terminate if and when the grantee thereof ceases to be an ASSOCIATED COMPANY of WESTERN or AT&T or a SUBSIDIARY of the CORPORATION. Each LICENSED PRODUCT and each maintenance part, made by or for a SUBSIDIARY of the CORPORATION, and on which royalty has accrued but which remains not sold, leased or put into use at the time such SUBSIDIARY ceases to be a SUBSIDIARY of the CORPORATION, shall be deemed to have been put into use by such SUBSIDIARY immediately prior to such time at the place said LICENSED PRODUCT or part is then located.

(c) If an ASSOCIATED COMPANY'S relationship to a party or AT&T changes so that such ASSOCIATED COMPANY is no longer an ASSOCIATED COMPANY of such party or AT&T, licenses and rights acquired under the patents and patent rights of such ASSOCIATED COMPANY for inventions made prior to the date such relationship changed shall not be affected by such change.

6.07 Licenses, immunities and rights with respect to each LICENSED PRODUCT, and each maintenance part, made, sold, leased or put into use prior to any termination or cancellation under the provisions of this Article VI shall survive such termination or cancellation.

#### ARTICLE VII—MISCELLANEOUS PROVISIONS

7.01 With respect to patents or inventions owned jointly by the CORPORATION, or any of its ASSOCIATED COMPANIES, with any other person or persons who has or have granted, or who shall hereafter grant, to WESTERN or AT&T, licenses or other rights thereunder, the CORPORATION, to the extent that the licenses and rights so granted do not exceed the scope of the licenses and rights herein granted by the CORPORATION, consents to the grant of licenses and rights to WESTERN and AT&T under such patents and inventions by such other person or persons.

7.02 (a) Each party shall, upon written request from the other party sufficiently identifying any patent by country, number and date of issuance, inform the other party as to the extent to which any such patent is subject to the licenses, immunities and rights granted to such other party.

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(b) If such licenses, immunities or rights under any such patent are restricted in scope, copies of all pertinent provisions of any contract (other than provisions of a contract with a government to the extent that disclosure thereof is prohibited under that government's laws or regulations) creating such restrictions shall, upon request, be furnished to the party making such request.

7.03 Upon written request from one party, the other party shall inform the requesting party which of said other party's patents cover inventions under which the United States Government holds a royalty-free license.

7.04 (a) Nothing contained in this agreement shall be construed as:

(i) Requiring the filing of any patent application, the securing of any patent or the maintaining of any patent in force; or

(ii) A warranty or representation by any grantor as to the validity or scope of any patent; or

(iii) A warranty or representation that any manufacture, sale, lease, use or importation will be free from infringement of patents other than those under which and to the extent to which licenses or immunities are in force hereunder; or

(iv) An agreement to bring or prosecute actions or suits against third parties for infringement; or

(v) An obligation to furnish any manufacturing or technical information or assistance; or

(vi) Conferring any right to use, in advertising, publicity or otherwise, any name, trade name or trademark, or any contraction, abbreviation or simulation thereof; or

(vii) Conferring by implication, estoppel or otherwise upon any grantee any license or other right under any patent, except the licenses and rights expressly granted to such grantee; or

(viii) An obligation upon any grantor to make any determination as to the applicability of any patent to any product of any grantee or any of its ASSOCIATED COMPANIES; or

(ix) A release for any infringement prior to the effective date hereof.

(b) Neither party nor AT&T makes any representations, extends any warranties of any kind or assumes any responsibility whatever with respect to the manufacture, sale, lease, use or importation of any LICENSED PRODUCT, or part therefor, by any grantee, any of its ASSOCIATED COMPANIES, or any direct or indirect supplier or vendee or other transferee of any such company, other than the licenses, immunities, rights and warranties expressly herein granted.

7.05 Neither this agreement nor any licenses or rights hereunder, in whole or in

part, shall be assignable or otherwise transferable.

7.06 Any notice, request or information shall be deemed to be sufficiently given when sent by registered mail addressed to the addressee at its office above specified (and when addressed to WESTERN, to the attention of its Patent Licensing Organization) and any royalty statement shall be deemed to be sufficiently furnished when sent by registered mail addressed to WESTERN'S Treasury Organization at 222 Broadway, New York, New York 10038, or at such changed address as the addressee shall have specified by written notice.

7.07 This agreement 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 in any prior existing written agreement between the parties, 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.

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

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

WESTERN ELECTRIC COMPANY, INCORPORATED

By Director of Patent Licensing

Date

[SEAL]

Attest:

Secretary

By Title

Date

[SEAL]

Attest:

Secretary

GENERAL DEFINITIONS APPENDIX

ASSOCIATED COMPANIES of AT&T are The Southern New England Telephone Company, a Connecticut corporation, and its SUBSIDIARIES, Cincinnati Bell Inc., an Ohio corporation, and its SUBSIDIARIES, and SUBSIDIARIES of AT&T other than WESTERN and its SUBSIDIARIES.

ASSOCIATED COMPANIES of the CORPORATION are SUBSIDIARIES of the CORPORATION, companies presently having the CORPORATION as a SUBSIDIARY and other SUBSIDIARIES of such companies.

ASSOCIATED COMPANIES of WESTERN are SUBSIDIARIES of WESTERN.

The CORPORATION'S PATENTS means all patents issued at any time in the United States for:

- (i) Inventions made prior to the termination of the FIVE YEAR PERIOD and owned or controlled at any time during the FIVE YEAR PERIOD by the CORPORATION or any of its ASSOCIATED COMPANIES,
- (ii) Inventions made during the FIVE YEAR PERIOD, solely or jointly with anyone, and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and
- (iii) Any other inventions made prior to the termination of the FIVE YEAR PERIOD, with respect to which and to the extent to which any such company shall at any time during the FIVE YEAR PERIOD have the right to grant the licenses and rights which are herein granted by the CORPORATION.

FAIR MARKET VALUE means the NET SELLING PRICE which the CORPORATION or any of its SUBSIDIARIES, whichever effects the sale, lease or use of the product or maintenance part, would realize from an unaffiliated buyer in an arm's length sale of an identical product or maintenance part in the same quantity and at the same time and place as such sale, lease or use.

FIVE YEAR PERIOD means the period commencing on the effective date of this agreement and having a duration of five years.

LICENSED PRODUCT means, as to any respective grantee,

- (i) any product as such, or
- (ii) any product which is any specified combination.

of the kinds listed in section 2.01 or 2.02 of this agreement. Although the term does not mean, and although licenses are not granted for, any other combination, a LICENSED PRODUCT

- (iii) shall not lose its status as such on account of, and
- (iv) shall not cause an unlicensed combination to infringe the grantor's patents (i.e., WESTERN'S PATENTS or the CORPORATION'S PATENTS, as the case may be) solely on account of, such LICENSED PRODUCT being made, sold, leased or put into use as part of an unlicensed combination.

NET SELLING PRICE means the gross selling price of the ROYALTY-BEARING

PRODUCT in the form in which it is sold, whether or not assembled (and without excluding therefrom any components or sub-assemblies thereof, whatever their origin and whether or not patent impacted), less the following items but only insofar as they pertain to the sale of such ROYALTY-BEARING PRODUCT by the CORPORATION or any of its SUBSIDIARIES and are included in such gross selling price:

- (i) Usual trade discounts actually allowed (other than cash discounts, advertising allowances, or fees or commissions to any employees of the CORPORATION, a SUBSIDIARY of the CORPORATION, a company of which the CORPORATION is a SUBSIDIARY at the time of the sale, or any other SUBSIDIARY of a company of which the CORPORATION is a SUBSIDIARY at the time of such sale);
- (ii) Packing costs;
- (iii) Import, export, excise and sales taxes, and customs duties;
- (iv) Costs of insurance and transportation from the place of manufacture to the customer's premises or point of installation;
- (v) Costs of installation at the place of use; and
- (vi) Costs of special engineering services not incident to the design or manufacture of the ROYALTY-BEARING PRODUCT.

ROYALTY-BEARING PRODUCT means any LICENSED PRODUCT of the kinds specified in section 2.01 of this agreement (other than any LICENSED PRODUCT for which all the licenses granted in this agreement are at a royalty rate of zero percent (0%)), and any maintenance part therefor,

- (i) Which upon manufacture includes, or the manufacture of which employs, any invention of any of WESTERN'S PATENTS in force at the time and place of such manufacture, or
- (ii) Which includes when sold, leased or put into use, or the use of which employs, any invention of any of WESTERN'S PATENTS in force at the time and place of such sale, lease or use,

other than:

- (iii) Inventions under which the United States Government holds a royalty-free license if such LICENSED PRODUCT or part is contracted for, directly or indirectly, by the United States Government, or by another national government with funds derived through the Military Assistance Program or otherwise through the United States Government, and
- (iv) Inventions employed in the manufacture of, or included in, such LICENSED PRODUCT or any original part thereof, or such maintenance part therefor or any original part thereof, by a direct or indirect supplier of the CORPORATION or any

of its SUBSIDIARIES, but only to the extent such supplier has exercised its own licenses granted by WESTERN under patents for such inventions to so employ or include said inventions.

SUBSIDIARY means a company the majority of whose stock entitled to vote for election of directors is now or hereafter controlled by the parent company either directly or indirectly, but any such company shall be deemed to be a SUBSIDIARY only so long as such control exists.

WESTERN'S PATENTS means all patents issued at any time in the United States for:

(i) Inventions made prior to the termination of the FIVE YEAR PERIOD and owned or controlled at any time during the FIVE YEAR PERIOD by AT&T, WESTERN or any of their SUBSIDIARIES,

(ii) Inventions made during the FIVE YEAR PERIOD, solely or jointly with anyone, and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and

(iii) Any other inventions made prior to the termination of the FIVE YEAR PERIOD, with respect to which and to the extent to which any such company shall at any time during the FIVE YEAR PERIOD have the right to grant the licenses and rights which are herein granted by WESTERN;

provided, however, that said patents do not include those issued for inventions made by employees of any SUBSIDIARY of WESTERN or AT&T exclusively engaged in the performance of contracts with the Energy Research and Development Administration of the United States.

[41 FR 28699, July 12, 1976, as amended at 50 FR 47549, Nov. 19, 1985]

**§ 68.506 Configurations used to connect multi-line communications systems such as Private Branch Exchange (PBX) and key telephone systems.**

Any of the jack configurations specified in § 68.502, used singly, in multiple combinations, or combined in common mechanical arrays, may be used as the interface between multi-line equipment such as PBX and key telephone systems, and the telephone network. The telephone company and installation supervisor may mutually agree to use electrical connections alternative to those specified in § 68.502.

[43 FR 16501, Apr. 19, 1978]

## PART 69—ACCESS CHARGES

### Subpart A—General

Sec.

- 69.1 Application of access charges.
- 69.2 Definitions.
- 69.3 Filing of access service tariffs.
- 69.4 Charges to be filed.
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### Subpart B—Computation of Charges

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- 69.104 End user common line for non-price cap incumbent local exchange carriers.
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- 69.106 Local switching.
- 69.108 Transport rate benchmark.
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- 69.114 Special access.
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### Subpart C—Computation of Charges for Price Cap Local Exchange Carriers

- 69.151 Applicability.
- 69.152 End user common line for price cap local exchange carriers.
- 69.153 Presubscribed interexchange carrier charge (PICC).
- 69.154 Per-minute carrier common line charge.
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- 69.156 Marketing expenses.
- 69.157 Line port costs in excess of basic, analog service.
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