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EXHIBIT 99.6

SOFTWARE LICENSE AGREEMENT


BY AND BETWEEN


AMBIX ACQUISITION CORP.


AND


ACC CORP.


FEBRUARY 21, 1996
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SOFTWARE LICENSE AGREEMENT


THE PARTIES

AGREEMENT between Ambix Acquisition Corp. ("Ambix") of 400 West Ave.,
Rochester, New York 146111, and ACC Corp. ("ACC"), with its principal office and
place of business at 400 West Ave., Rochester, New York 14611.


RECITALS

I.   Ambix has developed and owns certain computer and systems software in which
it possesses copyrights and/or rights in the nature of trade secrets and
confidential know-how.  This Software is referred to herein as the "Software."

II.  Ambix and ACC desire to enter into a License Agreement for the Software on
the terms and conditions set forth herein.

NOW, THEREFORE the parties agree as follows:

1.   Ambix hereby licenses and ACC agrees to license from Ambix under
the terms and conditions contained herein, the Software, as defined in Schedule
II attached hereto.

2.   Each party agrees to abide by the terms and conditions contained
in this Agreement.

3.   The following schedules are part of this Agreement:

SCHEDULE I:    License Agreement Definitions, Terms and
Conditions.
SCHEDULE II:   "The Software"

4.   ACC acknowledges that it has read and agrees to all terms and
conditions set forth in this Agreement and the attached Schedules.

IN WITNESS WHEREOF the parties have executed this Software License
Agreement this 21th day of February, 1996.


AMBIX ACQUISITION CORP.             ACC CORP.

By:/s/ Andrew P. McIntosh           By:/s/ David K. Laniak
Andrew P. McIntosh                     David K. Laniak
President                              Chief Executive Officer
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SCHEDULE 1

GENERAL TERMS

1.0   DEFINITIONS.  When used in this Agreement, the capitalized terms listed
below shall have the following meanings:

1.1   "AFFILIATE" shall mean any majority-owned subsidiary of ACC or
any joint venture entity, whether in corporate or partnership form, in which ACC
owns or controls, directly or indirectly, fifty percent or more of the aggregate
stock or other interest entitled to vote on general decisions reserved to the
stockholders, partners, or other owners of such entity, provided that any such
entity shall be deemed an AFFILIATE for so long, and only so long, as ACC
continues to hold such interest and only so long as any such entity owns and
operates a business or businesses substantially similar to ACC's line(s) of
business as conducted at any time during the term of this Agreement.

1.2   "CODE" shall mean computer programming code pertaining solely to
the SOFTWARE.  If not otherwise specified, CODE shall include only OBJECT CODE
and not SOURCE CODE.

(a) "OBJECT CODE" shall mean code which is directly machine readable
and executable by a computer after suitable processing and is in a form that is
not generally understandable by humans.

(b) "SOURCE CODE" shall mean code other than Object Code and related
system documentation, comments, and procedural programming statements which may
be printed out or displayed in a form readable and understandable by a human
programmer of ordinary or pertinent skill.

1.3   "DELIVERABLE" shall mean any tangible material procured or
prepared by Ambix and delivered or licensed to ACC pursuant to this Agreement,
including the SOFTWARE and DOCUMENTATION.

1.4   "DERIVATIVE WORK" shall have the meaning set forth in the
Copyright Act (Title 17 U.S.C. (S) 101 et seq.).  AMBIX shall own all DERIVATIVE
WORKS as described in Section 11.

1.5   "DOCUMENTATION" shall mean user manuals and other written
materials that relate to the SOFTWARE, CODE, or other DELIVERABLE, including
materials useful for design (for example, logic descriptions, flow charts, class
definitions, principles of operation, and the like).

1.6  "ENHANCEMENTS" shall mean changes or additions to CODE and
related DOCUMENTATION made available by Ambix to Ambix
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customers in new releases that improve functions/classes/objects, add new
functions/classes/objects or improve performance by changes to previously
released CODE without changes to system architecture, general design methodology
or method of execution of the object code (e.g. single-threaded or multiple-
threaded).  Further, ENHANCEMENTS as defined under this Agreement shall pertain
to improvements upon, or new releases to, the SOFTWARE and do not refer to any
components, classes or objects licensed to any other Ambix customer which are
not licensed by ACC pursuant to this Agreement.

1.7  "ERROR" shall mean any error, problem, or defect resulting from
(1) an incorrect functioning of the SOFTWARE, or (2) an incorrect or incomplete
statement or diagram in the DOCUMENTATION, if such an error, problem, or defect
renders the SOFTWARE inoperable, causes the SOFTWARE materially to (i) fail to
meet the applicable SPECIFICATIONS or the acceptance criteria therefor, (ii) be
inaccurate or incomplete in any material respect, or (iii) cause incorrect
functions to occur when any such materials are used.

1.8  "IP RIGHTS" shall mean all intellectual property rights,
including inventions, discoveries, improvements, copyrights, patents, trade
secrets, trademarks, and other proprietary rights that are embodied in or used
in connection with the SOFTWARE, the DOCUMENTATION, or other DELIVERABLE.

1.9  "LICENSE FEE" shall mean the fee referred to in Section 4.0.

1.10 "SOFTWARE" shall mean the computer software, including OBJECT
CODE as defined above, set forth in Schedule II and licensed hereunder,
including any ENHANCEMENTS, modifications to, and other DERIVATIVE WORKS of, the
SOFTWARE as provided under this Agreement.  SOFTWARE shall include any
applicable CODE.

1.11 "SPECIFICATIONS" shall mean the detailed design and functional
specifications related to the design and performance of the SOFTWARE and any
other DELIVERABLE hereunder.


2.0  LICENSE OF SOFTWARE.  (a) Ambix grants and ACC accepts a personal,
perpetual, non-exclusive license to use the SOFTWARE pursuant to the terms of
this Agreement.  Such license is granted to ACC for its own use at an ACC-site
location as designated by ACC, and at any AFFILIATE or AFFILIATE-site location
as designated by ACC, and for purposes substantially similar to the business of
ACC.  The license is for a term commencing on the date hereof and extending for
an indefinite period, subject to termination by Ambix pursuant to Section 16.
ACC acknowledges and agrees that the SOFTWARE is not hereby sold to ACC and that
ACC does not by virtue of this Agreement acquire any ownership
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rights in the SOFTWARE or the IP RIGHTS (including copyrights, trademarks, trade
secrets and know-how) embodied in the SOFTWARE, the CODE or in any accompanying
DOCUMENTATION.

(b) ACC shall have the right to grant sublicenses in the SOFTWARE and
other DELIVERABLES to its AFFILIATES pursuant to written sublicense agreements,
provided:

(I) ACC provides Ambix with prior written notice of each sublicense,
and delivers a copy of the sublicense agreement to Ambix promptly after the same
is executed (provided that ACC may delete any information which is confidential
or proprietary to ACC from such sublicense);

(II) Under the terms of the sublicense agreement, the sublicensee is
barred from transferring or further sublicensing the SOFTWARE without the prior
written consent of Ambix (which Ambix may withhold in its sole discretion); the
sublicense contains provisions comparable to Section 10, 11, 14, and 15 hereof
and grants Ambix audit rights comparable to those set forth in Section 6 hereof;
and otherwise such sublicense grants to the sublicensee no rights more extensive
than those granted to ACC hereunder.

(III)  The term of such sublicense is made co-extensive with the term
of this Agreement and subject to earlier termination by Ambix in the event the
sublicensee ceases to be an AFFILIATE of ACC and at that time fails to execute a
separate license agreement and a support and maintenance agreement with Ambix;
and

(IV) ACC either includes the sublicensee in its then current support
and maintenance agreement with Ambix or causes the sublicensee to enter into a
separate support and maintenance agreement for the SOFTWARE.

(c) Ambix will deposit with ACC all SOURCE CODE and all DOCUMENTATION
and other materials useful or necessary to facilitate the use by ACC or its
contractors of the SOURCE CODE as described in Section 19.  If Ambix reasonably
cannot perform its obligations under this Agreement as provided in Section 16,
Ambix grants to ACC the license and right to use the SOURCE CODE of any or all
SOFTWARE pursuant to the terms of this Agreement, and "SOFTWARE" (as defined
herein) shall include both OBJECT CODE and SOURCE CODE.  Should ACC exercise its
rights to use the SOURCE CODE, all provisions of this Agreement remain in effect
with respect to limitations upon commercial transfer, licensing, sub-licensing
and disclosure of IP RIGHTS.  ACC's use of the SOURCE CODE shall include all
rights and uses reasonably necessary to maintain, support, modify, and enhance
the SOFTWARE and to develop new works or DERIVATIVE WORKS from the SOFTWARE and
other DELIVERABLES.
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(d)  If there is a good faith dispute between Ambix and ACC whether
Ambix has not performed as provided in Section 16, ACC shall be entitled to
exercise its rights under Section 2.0(c) with respect to the SOURCE CODE.  If it
is determined in the resolution of such dispute that Ambix had performed and
will continue to perform all of its obligations in this Agreement, ACC shall
return the SOURCE CODE and related DOCUMENTATION to the repository identified in
Section 19; however, if it is determined that Ambix cannot perform, ACC's right
to use the SOURCE CODE under Section 2.0(c) continues.


3.0  DELIVERY.  Ambix shall deliver the SOFTWARE and other DELIVERABLES on, or
as soon thereafter as is practical, ACC's requested delivery date and to the
locations designated by ACC.  ACC shall be responsible for assisting Ambix in
the installation of the SOFTWARE and shall provide all on-site equipment,
supplies, personnel and computer resource necessary to complete such
installation.  Ambix shall not be responsible for delays or failure of
installation resulting directly or indirectly from causes beyond the reasonable
control of Ambix.


4.0  LICENSE FEE.  ACC shall pay and Ambix shall accept a one time LICENSE FEE
in the amount of $1,600,000 in full payment for this license to use the SOFTWARE
and other DELIVERABLES and all other rights granted hereunder.  In addition, ACC
shall pay or reimburse Ambix for all shipping and handling charges and all
taxes, assessments, fees or charges of any kind imposed by any government,
however designated, relating to this license of the SOFTWARE; including, but not
limited to, sales, use, privilege, excise, withholding, value-added, or property
taxes; excluding, however, taxes based upon the net income of Ambix.


5.0  TERMS OF PAYMENT.  ACC shall pay Ambix immediately upon execution of this

Agreement.


6.0   RIGHT TO AUDIT.  Ambix may, at Ambix's cost, from time to time (but not
more than twice in any calendar year) during ACC's or an AFFILIATE's normal
business hours, have one of its employees or representatives confirm at ACC's
offices, or the offices of any AFFILIATE, that ACC is in compliance with the
terms and conditions of this Agreement, including performing an on-line audit of
the SOFTWARE and its related databases to assess compliance with IP RIGHTS,
copyright and trade secret provisions of this Agreement.


7.0   DOCUMENTATION.  At the time of the delivery of the applicable SOFTWARE,
Ambix shall provide ACC with DOCUMENTATION
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for each application or other component or module of the SOFTWARE.  ACC may copy
and create DERIVATIVE WORKS from all or any part of the DOCUMENTATION provided
that (a) such items shall be solely for ACC or the applicable AFFILIATE's own
use at ACC's own facilities or the facilities of an AFFILIATE, and (b) such
items shall be created only in connection with changes in the applicable
SOFTWARE or for ease of use and instruction with the SOFTWARE.  ACC or AFFILIATE
shall reproduce on all such copies all copyright, trademark, trade secret,
and/or proprietary rights notices or legends which were on the copies delivered
to ACC or AFFILIATE by Ambix.


8.0   SOFTWARE SUPPORT.  For so long as this License Agreement shall remain in
effect, Ambix shall provide ACC with support and maintenance of the SOFTWARE
under a separate agreement.  Except as otherwise subject to a fixed fee
agreement (as planned for the SOFTWARE), ACC shall pay Ambix's then prevailing
charges for the time spent in servicing such SOFTWARE, including portal to
portal travel time and reasonable transportation, food, and lodging expenses.
Such charges shall not be greater than the amounts charged by Ambix to its most
favored customer for similar or comparable services.


9.0   TRAINING.  If requested by ACC, Ambix shall provide training in the use of
the SOFTWARE for ACC's personnel for up to fifteen (15) days.  Thereafter, Ambix
will provide such training at mutually agreeable times, at mutually agreeable
locations (subject to the availability of Ambix personnel), and at mutually
agreed rates.


10.0   IP RIGHTS AND CONFIDENTIALITY.  ACC acknowledges that Ambix has expended
substantial effort and incurred great expense in designing and developing the
SOFTWARE and DOCUMENTATION.  ACC further acknowledges that the SOFTWARE and
DOCUMENTATION incorporate information, concepts, ideas, know-how, techniques,
and functional characteristics which are confidential and constitute proprietary
information and trade secrets of Ambix.  Ambix acknowledges that it has and will
learn of and about confidential business, financial, operating, and technical
information of ACC and its AFFILIATES, which could include patents, copyrights,
trade secrets and other proprietary rights.  Each party therefore acknowledges
that it will become privy to the confidential information ("CONFIDENTIAL
INFORMATION") of the other.

10.1 The recipient of such CONFIDENTIAL INFORMATION of the discloser
covenants and agrees the following:
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(a) the recipient will hold the CONFIDENTIAL INFORMATION in the
strictest confidence and will not assign, license, sublicense, market, transfer,
or otherwise disclose all or any portion of the CONFIDENTIAL INFORMATION to any

person or entity without the prior written consent of the discloser, which may
be withheld in the discloser's sole discretion, except in accordance with
Section 18.B or as permitted under this Agreement;

(b) the recipient will take all reasonable steps to prevent
inadvertent or unauthorized disclosure, transfer, or reproduction in any form of
the CONFIDENTIAL INFORMATION;

(c)  the recipient will notify its employees and agents of the
confidentiality of the CONFIDENTIAL INFORMATION as well as notify its employees
of the prohibitions on disclosure, transfer, and reproduction contained herein;

(d)  the recipient will make its best effort to identify those
employees or agents who may become cognizant of the CONFIDENTIAL INFORMATION of
the discloser and request those employees or agents to sign an employee-employer
Confidentiality Agreement;

(e)  the recipient will not remove or alter any copyright, trademark,
trade secret and/or proprietary rights notice and/or legend placed on the
CONFIDENTIAL INFORMATION by the discloser, and will reproduce all such notices
and/or legends on all copies (including partial copies) of the CONFIDENTIAL
INFORMATION.  The recipient shall immediately notify the discloser of any breach
of the confidentiality of the CONFIDENTIAL INFORMATION and shall assist the
discloser in any efforts to control or prosecute any such breach; and

(f)  All right, title, and interest to the IP RIGHTS remain with
Ambix.  ACC obtains only the license and other rights as specified herein with
respect to the SOFTWARE and the other DELIVERABLES subject to all the terms and
conditions hereof.

10.2 Notwithstanding anything in this Section 10 to the contrary, the
confidentiality provisions shall not apply to any CONFIDENTIAL INFORMATION which
(a) enters the public domain through no fault of the recipient, (b) is
observable based on the operation of any OBJECT CODE, (c) was developed by the
recipient without reliance on such CONFIDENTIAL INFORMATION, (d) was disclosed
to the recipient by a third party with no known obligation to the discloser to
keep it confidential, or (e) in the good faith belief of the recipient should be
disclosed pursuant to operation of law, regulation, or order or rule of any
court or governmental agency; provided that in the last instance,
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the recipient shall notify the discloser before such disclosure and cooperate in
good faith to limit such disclosure.

10.3 Ambix represents and warrants that it possesses all the rights,
licenses, or other authority to use all IP RIGHTS reasonably necessary or
desirable to conduct its business as presently conducted and to grant ACC the
license and other rights herein.  Ambix has not received any notice with respect
to any alleged infringement or unlawful or improper use of any IP RIGHT or other
intellectual property owned or alleged to be owned by others, and Ambix has no
knowledge of any infringement (or suspected infringement) of any of the IP
RIGHTS.  Ambix has no any knowledge of any claim asserted by any other person or
entity with respect to the use of any IP RIGHT, and Ambix knows of no valid
basis for any such claim.  No director, officer or employee of Ambix has any
interest in any IP RIGHT, all of which are free and clear of any lien, security
interest, claim or encumbrance of any kind.

10.4  Exhibit A sets forth the form and placement of the proprietary
legends and trademark and copyright notices displayed in or on the SOFTWARE.  In
no instance has the eligibility of the SOFTWARE or any component thereof for
protection under applicable patent,copyright, or other law protecting
proprietary rights been forfeited to a third party or the public domain by
omission of any required notice or any other action or inaction.

10.5  Ambix has used its best efforts to keep Ambix's trade secrets
secret, with disclosures being made on a need-to-know basis.  As far as Ambix
knows there has been no violation of this policy, and all Ambix employees and
contractors have been advised of the policy.  The SOURCE CODE, DOCUMENTATION,
and all other trade secrets and confidential information of Ambix related to the
SOFTWARE (1) have at all times been maintained in confidence and (2) have been
disclosed only to Ambix employees and contractors in connection with the
performance of their duties to Ambix.

10.6  All personnel, including employees, agents, consultants, and
contractors, who have contributed to or participated in the conception and
development of the IP RIGHTS (including any component thereof), the
DOCUMENTATION, or the SOFTWARE on behalf of Ambix either (1) have been party to
a "work-for-hire" arrangement with Ambix, in accordance with applicable law,
that has accorded Ambix full, effective, exclusive, and original ownership of
all tangible and intangible property thereby arising (including IP RIGHTS), or
(2) have executed appropriate instruments of assignment in favor of Ambix as
assignee that have conveyed to Ambix full, effective, exclusive, and original
ownership of all tangible and intangible property thereby arising (including IP
RIGHTS).
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10.7  Ambix has validly and effectively obtained the right and license
to use, copy, modify, and distribute any third-party programming and materials
contained in or used in connection with the SOFTWARE.  Except as identified in
Exhibit B, the SOFTWARE, the DOCUMENTATION, and the other DELIVERABLES contain
no other programming or materials in which any third party may claim superior,
joint, or common ownership, including any right or license, nor do they contain
derivative works of any programming or materials not owned in their entirety by
Ambix.


11.0  MODIFICATION OF SOFTWARE.  ACC may request from Ambix modifications to or
DERIVATIVE WORKS of the SOFTWARE, including modifications or new versions of the
SOFTWARE to merge with other software programs or systems, thereby incorporating
the SOFTWARE into an overall business or information systems process.  ACC shall
negotiate in good faith with Ambix to prepare such ENHANCEMENTS, modifications,
versions, or other DERIVATIVE WORKS, of the SOFTWARE.  If ACC and Ambix cannot
agree on terms for such services, ACC shall be free to seek others to perform
such work who may use the SOURCE CODE and other DELIVERABLES for such purpose.
As a condition to any such work, any third party contractor shall agree to keep
the SOURCE CODE and other DELIVERABLES confidential and shall agree not to use
or disclose the intellectual property embodied in the SOURCE CODE in competition
with either ACC or Ambix.  Further, any such modifications to, or other
DERIVATIVE WORKS of, the SOFTWARE shall belong to Ambix.  Any modified version
of the SOFTWARE, or any system which incorporates the SOFTWARE in modified form,
just as in its original form as defined under this Agreement, shall be for ACC
or its AFFILIATE's own use as specified under this Agreement.  The modified
version, the newly merged version, or other DERIVATIVE WORK of the SOFTWARE
shall remain subject to all of the terms and conditions of this Agreement.  In
addition to the notices required by Section 10 of Schedule I (above), ACC or
AFFILIATE shall include the following notice in both machine readable form and
on all DOCUMENTATION for the modified version of the SOFTWARE or merged system
comprising any part or all of the SOFTWARE:

"This program or system includes information, concepts, ideas,
know-how, and techniques which are confidential and constitute
proprietary information and trade secrets of Ambix Acquisition
Corp. of Rochester, New York and are protected by copyright.

(C) 1995 Ambix Acquisition Corp."

In the event this Agreement is terminated for ACC's default, after any permitted
transition period, the SOFTWARE shall be completely removed from any system

containing the SOFTWARE and
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from any information systems process using the SOFTWARE, whether as a modified
program or modified system integrating Ambix programs in modified or unmodified
form, and treated as if permission to modify had never been granted and all
copies of all DOCUMENTATION shall be returned to Ambix.


12.0  WARRANTY.  Ambix warrants that it is the rightful owner of the SOFTWARE
and DOCUMENTATION and that it has the right to license the same to ACC.  During
the term of this license, Ambix warrants that the SOFTWARE will be free of
ERRORS.  Ambix further warrants that the SOFTWARE will not contain any CODE that
would disable or impair its operation.  Ambix, at its expense, will immediately
correct any ERRORS reported to Ambix.  Ambix's only other obligation under this
Warranty shall be to amend, revise, modify, or replace the SOFTWARE at Ambix's
then-current rates for programming and support services, unless Ambix and ACC
have an agreement for a fixed-price or other reimbursement for such services, in
which case the latter agreement shall control.  ACC agrees that Ambix shall have
no other liability of any kind, whether actual, direct, indirect, consequential
or otherwise.  The warranty contained in this Section 12 shall apply to Ambix
versions of the SOFTWARE, and Ambix makes no warranty as to any version of the
SOFTWARE to the extent modified by anyone other than Ambix.  Subject to Ambix's
warranty obligations or the terms of another agreement with ACC for maintenance,
support, or other development services, amendment, revision, modification, or
replacement of the SOFTWARE will be performed at ACC's request at Ambix's then-
current rates for such services, subject to availability of Ambix personnel.
AMBIX MAKES NO OTHER WARRANTIES.  WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO
ANY MATTER WHATSOEVER, AND DISCLAIMS ALL SUCH WARRANTIES INCLUDING, WITHOUT
LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
PARTICULAR PURPOSE.


13.0  ACCEPTANCE.  ACC will use the SOFTWARE during the sixty (60) business days
immediately following installation (the "ACCEPTANCE PERIOD") of the SOFTWARE to
determine whether or not it conforms to the SPECIFICATIONS and is free from any
ERROR.  Any failure of the SOFTWARE to conform to the SPECIFICATIONS or to be
free from ERROR discovered by ACC, during the Acceptance Period, will be
reported promptly to Ambix.  Ambix will immediately make any corrections
necessary to make the SOFTWARE conform with the SPECIFICATIONS and to be free
from ERROR.  The SOFTWARE shall be deemed accepted by ACC upon completion of
such sixty (60) business day period, unless Ambix shall have been provided
written notice by ACC of the failure of the SOFTWARE, setting forth the
particular matters in which the SOFTWARE so fails to conform.  Following receipt
of any such notice, the SOFTWARE shall be deemed accepted upon the correction of
any such
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non-conformity by Ambix and the lapse of a similar sixty-day period without a
report to Ambix by ACC.


14.0  LIMITATIONS OF AMBIX'S LIABILITY.  Ambix's liability under this Agreement
for damages, regardless of the form of action, shall be limited to money damages
which shall not exceed the total amount paid by ACC for the License and other
rights granted hereunder.  This shall be ACC's exclusive remedy.  In no event
shall Ambix be liable for any loss of product, loss of profit, loss of use or
any other actual, special, incidental, consequential damages, or other damages
of any kind whether foreseeable or unforeseeable, resulting from or arising out
of the license or use of the SOFTWARE, even if Ambix shall have been advised of
possibility of such loss or damages.

15.0   INTELLECTUAL PROPERTY INFRINGEMENT.  If notified promptly in writing of
any action brought against ACC or any AFFILIATE based on a claim that ACC or any
AFFILIATE's use of the SOFTWARE or other DELIVERABLE infringes the IP RIGHTS of
a third party, Ambix will defend such action at its expense and pay the costs,
expenses (including attorneys' fees, whether incurred as the result of such
action or a claim to enforce this Agreement), and damages awarded in any such
action.  Ambix will have the sole control of the defense of any such action and
all negotiations for its settlement or compromise, except that if any right of
ACC hereunder shall be limited as the result of such settlement or compromise,
ACC shall have the right to approve such settlement or compromise, but such
approval cannot be unreasonably withheld.  At any time during the course of any
litigation arising out of a claim of infringement of an IP RIGHT, or if, in
Ambix's opinion, an IP RIGHT or any part thereof is likely to become the subject
of a claim of infringement, Ambix will, at its sole option and at its expense,
either procure for ACC the right to continue using the DELIVERABLE, replace or
modify the same with a compatible, functionally equivalent, noninfringing
product, or grant ACC a full refund of the LICENSE FEE paid herewith, and accept
its return.  Ambix will not have any liability to ACC under any provision of
this paragraph to the extent the infringement, or claim thereof, is based upon
(a) the use of the SOFTWARE in combination with other software not furnished by
Ambix; or (b) the use of other than the latest supportable version of the
DELIVERABLE made available to ACC.

ACC will hold Ambix harmless from and against any expense, cost,
damage, judgment, or loss or other liability of any kind, for infringement of
any IP RIGHT to the extent it results from Ambix's compliance with ACC's
designs, specifications, instructions or from the use of the DELIVERABLE as
altered or modified by anyone other than Ambix.
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ACC is obligated hereby to promptly notify Ambix of any instance of
infringement or attempted infringement of any IP RIGHTS of Ambix which comes to
ACC's attention.

The foregoing states the entire liability of Ambix with respect to
infringements of an IP RIGHT by a DELIVERABLE or any part thereof or by its
operation.


16.0   TERMINATION FOR FAILURE TO PERFORM.  The rights and obligations of the
parties if the other party defaults or otherwise fails to perform its
obligations hereunder shall be governed by this Section 16.

16.1  The license granted to ACC hereunder may be terminated by Ambix
upon not less than sixty (60) days written notice if ACC fails to perform any of
its material obligations or duties under this Agreement, unless within such
period ACC cures such failure.  If ACC cannot in good faith cure such failure,
other than monetary defaults, within the sixty (60) day period, then ACC shall
be given an additional thirty (30) days in which to cure, provided that ACC must
commence cure immediately and continue to diligently pursue such cure of any
such failure(s).  Upon termination of this Agreement, ACC shall immediately
cease using the SOFTWARE and, at the option of Ambix, ACC shall destroy or
return to Ambix all tangible forms of the SOFTWARE and the DOCUMENTATION and ACC
shall erase the SOFTWARE from all storage media in which it has been installed
or copied; provided, however, if ACC notifies Ambix in writing within 30 days
after the expiration of any permitted cure period hereunder, ACC shall have a
transition period not to exceed one year from the date of such notice in which
to shift from using the SOFTWARE and other DELIVERABLES to new software or other
computer system.  During such transition period, ACC shall pay the support and
maintenance fees, and Ambix shall continue to provide support and maintenance.
Within (30) thirty days after termination of this Agreement, ACC shall certify
to Ambix in writing that it has destroyed or delivered to Ambix all tangible
forms of the SOFTWARE and that it has erased the SOFTWARE from all storage
media.  ACC shall upon request by Ambix permit Ambix such access as shall be

necessary for Ambix to verify to its satisfaction that ACC has complied with the foregoing requirements.

16.2  If Ambix (a) reasonably cannot perform its obligations under this Agreement or does not provide support and maintenance for the SOFTWARE, (b) does not enter into an agreement for the development of ENHANCEMENTS, DERIVATIVE WORKS, modifications, or new versions of the SOFTWARE or other DELIVERABLE requested by ACC pursuant to Section 11, or (c) makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's
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moratorium, or similar laws, Ambix shall deliver the most current version of the SOURCE CODE to ACC, and ACC shall have the right to use, modify, and create DERIVATIVE WORKS of, the SOURCE CODE and other DELIVERABLES provided that ACC continues to observe the obligations contained in Sections 2, 6, 10, 15, and 17.

17.0  EXPORT REGULATIONS.  ACC agrees, regardless of permissions granted by Ambix, not to export, either directly or indirectly, any SOFTWARE or systems incorporating the SOFTWARE without first obtaining any required license to export or re-export from the United States Government or appropriate foreign government as may be required and to comply with all United States and international export regulations as applicable.

18.0  MISCELLANEOUS.

18.A Binding Effect.  This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, and permitted successors and assigns.

18.B Assignment.  Either party may, without the prior written consent of the other, assign its rights under this Agreement so far as those rights constitute part of the sale, merger, consolidation, reorganization, or transfer of substantially all of the assigning party's business or assets.

18.C Entire Agreement.  This Agreement, the related maintenance and support agreement between the parties, and the Software License Agreement, dated March 30, 1995, between ACC and Ambix Systems Corp. (the "NetOps Agreement"), contain the entire understanding between or among the parties and supersede any prior understanding, memoranda or other written or oral agreements between or among any of them with respect to the Agreement's subject matter.  To the extent there are conflicts, ambiguities, or inconsistencies between this Agreement and the NetOps Agreement, the terms and conditions of this Agreement shall control. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the parties relating to the subject matter of this Agreement which are not fully expressed herein.

18.D Modifications or Waiver.  No modification or waiver of this Agreement or any part of this Agreement shall be effective unless in writing and signed by the party or parties sought to be charged therewith.  No waiver of any breach of condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. No waiver of any breach or condition of this Agreement by or with respect to any party hereto shall be deemed to be a waiver of the same breach or condition with respect to
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any other party hereto.  No course of dealing between or among any of the parties hereto will be deemed effective to modify, amend, or discharge any part of this Agreement or the rights or obligations of any party hereunder.

18.E  No Third Party Beneficiary.  None of the provisions of this
Agreement shall be for the benefit of, or enforceable by, any person or entity
not a party hereto, except an AFFILIATE.

18.F Partial Invalidity.  If any provision of this Agreement shall be
held invalid or unenforceable by competent authority, such provision shall be
construed so as to be limited or reduced to be enforceable to the maximum extent
compatible with the law as it shall then appear.  The total invalidity or
unenforceability of any particular provision of this Agreement shall not affect
the other provisions hereof and this Agreement shall be construed in all
respects as if such invalid or unenforceable provision were omitted.

18.G Notices.  Any notice or other communication required or permitted
under this Agreement shall be in writing and shall be deemed to have been duly
given (a) upon hand delivery, or (b) on the third day following delivery to the
U.S. Postal Service as certified or registered mail, return receipt requested
and postage prepaid, or (c) on the first day following delivery to a nationally
recognized U.S. or foreign overnight courier service, fee prepaid, return
receipt requested or other confirmation of delivery requested, or (d) when
telecopied or sent by facsimile transmission if an additional notice is also
given under (a), (b), or (c) above within three days thereafter.  Any such
notice or communication shall be delivered or directed to a party at its address
set forth below or at other address as may be designated by a party in a notice
given to all other parties hereto in accordance with the provisions of this
section.

Notice to Ambix shall be sent to:

Ambix Acquisition Corp.
400 West Ave.
Rochester, New York  14611
Attn:  Andrew McIntosh, President

Notice to ACC shall be sent to:

ACC Corp.
400 West Ave.
Rochester, New York  14611
Attn:  Mr. David K. Laniak, Chief Executive Officer
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18.H Governing Law.  This Agreement shall be governed by, and
construed in accordance with, the laws of the United States and the State of New
York without reference to any New York conflict or choice of law principle.

18.I Jurisdiction and Venue.  In the event that any legal proceedings
are commenced in any court with respect to any matter arising under this
Agreement, the parties hereto specifically consent and agree that:

18.I.a the courts of the State of New York and/or the United States
Federal Courts located in the State of New York shall have exclusive
jurisdiction over each of the parties hereto and over the subject matter of any
such proceedings; and

18.I.b the venue of any such action shall be in Monroe County, New
York and/or the United States District Court for the Western District of New
York.

18.J  Injunctive Relief.  In the event of a breach or threatened
breach of any of the terms of Sections 2, 10, 11, 15 or 17 of this Schedule I by
a party, the other party shall be entitled to an injunction restraining the
breaching party from committing any breach of this Agreement without showing or
proving any actual damages and without diminishing any other right or remedy

which the nonbreaching party may have at law or in equity to enforce the
provisions of this Agreement.  The breaching party waives any right it may have
to require the nonbreaching party to post a bond or other security with respect
to obtaining or continuing any injunction or temporary restraining order, and
releases the nonbreaching party and its officers, directors, and shareholders
from, and waives any claim to, damages against them which the breaching party
may have with respect to the breaching party's obtaining any injunction or
restraining order pursuant to this Agreement.  All out-of-pocket expenses
incurred by the nonbreaching party in a successful application for an injunction
shall be borne by the breaching party, including without limitation, all fees
and expenses for agents, representatives, counsel and accountants.

18.K  Effect of Termination.  Unless otherwise specifically agreed in
writing, the terms of Sections 6, 10, 11, 14, 15, 16, 17 and 18 shall survive
any termination, cancellation, repudiation or rescission of this Agreement by
either party for a period of three years after termination, whether or not for
cause, and under such circumstances either party may continue to enforce such
terms as if this Agreement were otherwise in full force and effect.

18.L  Confidentiality.  Except as contemplated by this Agreement or as
necessary to carry out the transactions contemplated by this Agreement, the
terms of this Agreement, and all information or documents furnished by any party
to the other,
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shall be kept confidential by the party to whom furnished and shall not be
otherwise used or disclosed by the recipient except to recipient's accountants
or attorneys, or as may be required, in the good faith judgment of the
disclosing party, by law or rule or regulation of any governmental agency,
without the prior written consent of the other party.  If this transaction is
not consummated, each party shall return to the other all such documents
furnished hereunder, including all copies, and shall continue to keep
confidential, and neither use nor disclose, any such information.

18.M  Headings.  The headings contained in this Agreement are inserted
for convenience only and do not constitute a part of this Agreement.

18.N  Fair Meaning.  This Agreement shall be construed according to
its fair meaning.  The language used shall be deemed the language chosen by the
parties hereto to express their mutual intent, and no presumption or rule of
strict construction will be applied against any party hereto.

18.O  Gender.  Whenever the context may require, any pronoun used
herein shall include the corresponding masculine, feminine or neuter forms and
the singular of nouns, pronouns and verbs shall include the plural and vice
versa.

18.P  Counterparts.  This Agreement may be executed in several
counterparts, each of which shall be deemed an original, and all of said
counterparts together shall constitute but one and the same instrument.

18.Q  Further Assurances.  The parties hereto shall execute and
deliver any and all additional writings, instruments and other documents and
shall take all such further actions as shall be reasonably required to effect
the terms and conditions of this Agreement.


19.0  SOURCE CODE DEPOSIT WITH ACC.  ACC shall provide at its headquarters a
fireproof vault or safe reasonably satisfactory to Ambix to serve as ACC's
depository for the SOURCE CODE and related DOCUMENTATION.  Immediately upon
execution of this Agreement, and thereafter each time a new release of the
SOURCE CODE is made executable into OBJECT CODE (whether or not made available
in a commercial release) or as ACC may request but not more than twice per
calendar year, Ambix shall deliver to ACC a complete copy of all SOFTWARE in

both OBJECT CODE and SOURCE CODE form and with all applicable DOCUMENTATION and
other tools and materials (e.g., proprietary workbenches, compilers, lists of
third party software, etc.), which a reasonably skilled programmer would find
necessary or useful to maintain, support, enhance, and create DERIVATIVE WORKS
from the SOFTWARE (the
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foregoing are referred to as the "SOURCE MATERIAL").  ACC shall deposit the
SOURCE MATERIAL into such vault or safe for safekeeping, and such deposit shall
be witnessed by a representative of Ambix, if requested.  ACC shall have the
right, but not more than twice per year, to engage a consultant to verify the
accuracy of the SOURCE MATERIAL, provided such consultant executes a
confidentiality agreement with ACC regarding the SOURCE MATERIAL.  Except for
such verification and as otherwise contemplated by the terms of this Agreement,
ACC shall keep the SOURCE MATERIAL in the vault or safe at all times.  If ACC
removes the SOURCE MATERIAL to exercise its rights under this Agreement, ACC
shall continue to observe its obligations under Sections 2, 10, 11, and 15 of
this Agreement.

20.0 RIGHT OF DEMONSTRATION ON ACC PREMISES.  Upon reasonable notice and with
the mutual agreement of ACC, Ambix may have access to ACC's operations
facilities for purposes of demonstrating the use of the SOFTWARE to prospective
customers of Ambix.  During such visits, ACC at its sole option may withhold
information it deems proprietary from any visitors.  Ambix will take precautions
not to disturb or encumber the operations during such visits.  ACC agrees to
make an employee available to answer questions should questions arise during a
site visit.

21.0  COMMISSION.  Ambix shall pay ACC a commercially reasonable and customary
commission upon the sale or license by Ambix or any affiliate of any system
which uses a significant portion of the CODE or any DERIVATIVE WORK thereof.
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SCHEDULE II:  THE SOFTWARE


1.0 Intermediation SOFTWARE (Installed at ACC Corp.)
Full design and operational documentation is already developed.

Intermediation is the automated or semi-automated process of acquiring Call Data
Records and other data records from telephone switches.  This system includes
both general purpose data communications SOFTWARE as well as SOFTWARE which
embodies special knowledge of DSC switches and the operating software of DSC
which controls those switches.

The SOFTWARE written in C++, using object-oriented design and programming
methods with easily maintainable class hierarchies and identificatory
declaration and enumeration of all data types.  Current Version operates on
commercially available Sun MicroSystems micro computers under the Solaris
operating system.

2.0 Rating SOFTWARE (Installed in ACC UK Long Distance Ltd)
Full design and operational documentation is already developed.

3.0 RIT Call Accounting SOFTWARE (Installed for RIT)
Currently being documented to customer specifications.

4.0 Network Operations SOFTWARE (In Beta Test)
Currently being documented to customer specification.

5.0 Graphic User Interface Class Library (to be placed in escrow)
Full design and implementation documentation is proprietary.

6.0 Network Modeling SOFTWARE (final development stage)
Full design and implementation documentation is proprietary.


7.0 Various ADABASE natural programs (installed in ACC UK Long Distance Ltd).
Already documented and delivered.