EXHIBIT 7  
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 PURE ATRIA CORPORATION  
  
 AFFILIATE AGREEMENT  
  
  
 This PURE ATRIA CORPORATION AFFILIATE AGREEMENT ("AGREEMENT") is dated as  
of April 7, 1997, between Rational Software Corporation, a Delaware corporation  
("ACQUIROR"), Pure Atria Corporation, a Delaware corporation ("TARGET") and the  
undersigned affiliate ("AFFILIATE") of Target.  
  
 WHEREAS, Target and Acquiror have entered into an Agreement and Plan of  
Reorganization ("MERGER AGREEMENT") pursuant to which Target and Acquiror intend  
to enter into a business combination transaction (the "MERGER") (capitalized  
terms used and not otherwise defined herein shall have the respective meanings  
ascribed to them in the Merger Agreement);  
  
 WHEREAS, pursuant to the Merger, at the Effective Time outstanding shares  
of Target Capital Stock, including any shares owned by Affiliate, will be  
converted into the right to receive shares of Acquiror Common Stock as set forth  
in the Merger Agreement;  
  
 WHEREAS, Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Target, as the term "affiliate" is used (i) for purposes of  
paragraphs (c) and (d) of Rule 145 of the Rules and Regulations of the  
Securities and Exchange Commission (the "SEC") and (ii) in the SEC's Accounting  
Series Releases 130 and 135, as amended, although nothing contained herein shall  
be construed as an admission by Affiliate that Affiliate is in fact an affiliate  
of Target;  
  
 WHEREAS, it will be a condition to consummation of the Merger pursuant to  
the Merger Agreement that (i) the attorneys for each of Acquiror and Target will  
have delivered written opinions that the Merger will constitute a reorganization  
within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as  
amended (the "CODE"), and (ii) the independent accounting firms that audit the  
annual financial statements of Target and Acquiror will have delivered their  
written concurrences with the conclusions of management of Target and Acquiror  
to the effect that the Merger will be accounted for as a pooling of interests  
under Accounting Principles Board Opinion No. 16;  
  
 WHEREAS, the execution and delivery of this Agreement by Affiliate is a  
material inducement to Acquiror to enter into the Merger Agreement.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
  
 1. Acknowledgments by Affiliate. Affiliate has carefully read this  
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Agreement and the Merger Agreement and has discussed the requirements of this  
Agreement with Affiliate's professional advisors, who are qualified to advise  
Affiliate with regard to such matters.  
  
   
 2. Compliance with Rule 145 and the Act.  
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 (a) Affiliate has been advised that (i) the issuance of shares of  
Acquiror Common Stock in connection with the Merger is expected to be effected  
pursuant to a Registration Statement on Form S-4 under the Securities Act of  
1933, as amended (the "ACT"), and as such will not be deemed "restricted  
securities" within the meaning of Rule 144 promulgated thereunder and resale of  
such shares will not be subject to any restrictions other than as set forth in  
Rule 145 of the Act unless otherwise transferred pursuant to an effective  
registration statement under the Act or an appropriate exemption from  
registration, (ii) Affiliate may be deemed to be an affiliate of Target, and  
(iii) no sale, transfer or other disposition by Affiliate of any Acquiror Common  
Stock received by Affiliate will be registered under the Act. Affiliate  
accordingly agrees not to sell, transfer or otherwise dispose of any Acquiror  
Common Stock issued to Affiliate in the Merger unless (x) such sale, transfer or  
other disposition is made in conformity with the requirements of Rule 145(d)  
promulgated under the Act, or (y) Affiliate delivers to Acquiror a written  
opinion of counsel, reasonably acceptable to Acquiror in form and substance,  
that such sale, transfer or other disposition is otherwise exempt from  
registration under the Act.  
  
 (b) Acquiror will give stop transfer instructions to its transfer  
agent with respect to any Acquiror Common Stock received by Affiliate pursuant  
to the Merger and there will be placed on the certificates representing such  
Acquiror Common Stock, or any substitutions therefor, a legend stating in  
substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145 PROMULGATED UNDER THE SECURITIES ACT OF  
 1933, AS AMENDED, APPLIES AND MAY ONLY BE TRANSFERRED IN CONFORMITY  
 WITH RULE 145(d) UNDER SUCH ACT OR IN ACCORDANCE WITH A WRITTEN  
 OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN THE FORM  
 AND SUBSTANCE THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE  
 SECURITIES ACT OF 1933, AS AMENDED."  
  
The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and Acquiror shall so instruct its transfer  
agent, if Affiliate delivers to Acquiror (i) satisfactory written evidence that  
the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate will be issued in the name of the transferee), or (ii) an  
opinion of counsel, in form and substance reasonably satisfactory to the effect  
that public sale of the shares by the holder thereof is no longer subject to  
Rule 145.  
  
 (c) To the extent required by applicable securities laws, Acquiror  
agrees, for a period of two years from the date of this Agreement, to file with  
the SEC in a timely manner all reports and other documents required of Acquiror  
under the Act and the Securities Exchange Act of 1934, as amended.  
  
 -2-  
  
   
 3. Covenants Related to Pooling of Interests. In accordance with SAB 65,  
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during the period commencing 30 days preceding the Closing Date of the Merger  
and continuing until the second day after the day that Acquiror publicly  
announces financial results covering at least 30 days of combined operations of  
Acquiror and Target, Affiliate will not sell, exchange, transfer, pledge,  
distribute, or otherwise dispose of or grant any option, establish any "short"  
or put-equivalent position with respect to or enter into any similar transaction  
(through derivatives or otherwise) intended or having the effect, directly or  
indirectly, to reduce its risk relative to any securities, or shares of Acquiror  
Common Stock received by Affiliate in connection with the Merger. Acquiror may,  
at its discretion, cause a restrictive legend to the foregoing effect to be  
placed on Acquiror Common Stock certificates issued to Affiliate in the Merger  
and place a stock transfer notice consistent with the foregoing with its  
transfer agent with respect to the certificates, provided that such restrictive  
legend shall be removed and/or such notice shall be countermanded promptly upon  
expiration of the necessity therefor at the request of Affiliate.  
Notwithstanding the foregoing, Affiliate will not be prohibited by the foregoing  
from selling or disposing of shares, so long as such sale or disposition is in  
accordance with the "de minimis" test set forth in SEC Staff Accounting Bulletin  
No. 76 and so long as Affiliate has obtained Acquiror's prior written approval  
of such sale or disposition.  
  
 4. Representations, Warranties and Covenants Related to Tax Effects of  
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the Merger.  
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 (a) Affiliate is the beneficial owner of the number of shares of  
Target Common Stock (including shares issuable upon exercise of stock options)  
set forth on the last page of this Agreement and did not acquire any of the  
Target Common Stock in contemplation of the Merger;  
  
 (b) Affiliate has not engaged in a Sale (as defined below) of any  
shares of Target Common Stock in contemplation of the Merger;  
  
 (c) Affiliate has no plan or intention (a "PLAN") to engage in a sale,  
exchange, transfer, redemption or reduction in any way of Affiliate's risk of  
ownership or other disposition, directly or indirectly (such actions being  
collectively referred to herein as a "SALE") of more than 50% of the shares of  
Acquiror Common Stock to be received by Affiliate in the Merger;  
  
 (d) If Affiliate is a partnership, then the term "sale" as used in  
paragraph (c) above shall be deemed to include any distribution to the partners  
of the undersigned unless no recipient of any such distribution will receive  
shares of Target Common Stock representing 1% or more of the shares of Target  
Common Stock presently outstanding;  
  
 (e) Affiliate is not aware of, or participating in, any Plan on the  
part of the Affiliates of Target to engage in a Sale or Sales of the Acquiror  
Common Stock to be received in the Merger such that the aggregate fair market  
value, as of the Effective Date of the Merger, of the shares subject to such  
Sales would exceed 50% of the aggregate fair market value of all shares of  
outstanding Target Common Stock immediately prior to the Merger.  
  
 -3-  
  
   
 5. Miscellaneous.  
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 (a) For the convenience of the parties hereto, this Agreement may be  
executed in one or more counterparts, each of which shall be deemed an original,  
but all of which together shall constitute one and the same document.  
  
 (b) This Agreement shall be enforceable by, and shall inure to the  
benefit of and be binding upon, the parties hereto and their respective  
successors and assigns. As used herein, the term "successors and assigns" shall  
mean, where the context so permits, heirs, executors, administrators, trustees  
and successor trustees, and personal and other representatives.  
  
 (c) This Agreement shall be governed by and construed, interpreted and  
enforced in accordance with the internal laws of the State of Delaware (without  
regard to the principles of conflict of laws thereof).  
  
 (d) If a court of competent jurisdiction determines that any provision  
of this Agreement is not enforceable or enforceable only if limited in time  
and/or scope, this Agreement shall continue in full force and effect with such  
provision stricken or so limited.  
  
 (e) Counsel to and accountants for the parties to the Agreement shall  
be entitled to rely upon this Agreement as needed.  
  
 (f) This Agreement shall not be modified or amended, or any right  
hereunder waived or any obligation excused, except by a written agreement signed  
by both parties.  
  
 (g) No party shall be deemed an intended third party beneficiary of  
this Agreement.  
  
 6. Termination. This Agreement shall terminate and shall have no further  
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force or effect upon any termination of the Merger Agreement pursuant to Article  
VII thereof.  
  
 -4-  
  
   
 Executed as of the date shown on the first page of this Agreement.  
  
 RATIONAL SOFTWARE CORPORATION  
  
  
 By:  
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 Name:  
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 Title:  
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 PURE ATRIA CORPORATION  
  
  
 By:  
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 Name:  
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 Title:  
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 AFFILIATE  
  
  
 By:  
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 Name of Affiliate:  
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 Name of Signatory (if different from name of  
 Affiliate):  
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 Title of Signatory  
 (if applicable):  
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Number of shares of Pure Atria Corporation Common Stock beneficially owned by  
Affiliate:  
  
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Number of shares of Pure Atria Corporation Common Stock subject to options  
beneficially owned by Affiliate:  
  
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 \*\*\*TARGET AFFILIATE AGREEMENT\*\*\*  
  
 -5-