EXHIBIT 99.6  
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 RATIONAL SOFTWARE CORPORATION  
  
 AFFILIATE AGREEMENT  
  
  
 This RATIONAL SOFTWARE 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 Acquiror.  
  
 WHEREAS, Acquiror and Target 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, Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Acquiror, as the term "affiliate" is used in 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  
Acquiror;  
  
 WHEREAS, it will be a condition to consummation of the Merger pursuant to  
the Merger Agreement that 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  
him with regard to such matters.  
  
 2. 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, make any gift 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 Affiliate's risk relative to any   
  
  
   
shares of Acquiror Common Stock. Acquiror may, at its discretion, place a stock  
transfer notice consistent with the foregoing with its transfer agent with  
respect to Affiliate's shares. 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.  
  
 3. Beneficial Ownership of Stock. Except for the Acquiror Common Stock  
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and options to purchase Acquiror Common Stock set forth on the last page of this  
Agreement, Affiliate does not beneficially own any shares of Acquiror Common  
Stock or any other equity securities of Acquiror or any options, warrants or  
other rights to acquire any equity securities of Acquiror.  
  
 4. 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.  
  
 5. 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.  
  
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 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 Rational Software Corporation Common Stock beneficially  
owned by Affiliate:  
  
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Number of shares Rational Software Corporation Common Stock subject to options  
beneficially owned by Affiliate:  
  
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 \*\*\*ACQUIROR AFFILIATE AGREEMENT\*\*\*  
  
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