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AMENDMENT A

Effective January 1, 1968

The undersigned General Electric Company (hereinafter referred to as "GENERAL ELECTRIC") and the undersigned Massachusetts Institute of Technology (hereinafter referred to as "MIT") hereby agree to amend effective as of January 1, 1968, the Agreement effective November 5, 1965, relating to patentable inventions and other intellectual property (hereinafter referred to as the November 5, 1965 Agreement), as hereinafter set forth.

1. The term of the November 5, 1965 Agreement is hereby extended without hiatus to December 31, 1972, by changing, in Article 16, lines 1 and 2; "January 1, 1968," to -- December 31, 1972, --.

2. After Article 16 add --

16a. GENERAL ELECTRIC and MIT further agree that subscribing users of Multiplexed Information and Computing Service (hereinafter referred to as MULTICS), wishing to obtain a source listing of MULTICS SOFTWARE ~~for developing improved or extended versions of MULTICS SOFTWARE~~, will be required to agree not to do anything to adversely affect the rights of GENERAL ELECTRIC and MIT in and to such MULTICS SOFTWARE, and to agree to offer ~~such improved software~~ to GENERAL ELECTRIC and MIT for possible inclusion as MULTICS SOFTWARE subject to approval of GENERAL ELECTRIC and MIT. --

any improved software which may develop from these listings

3. In Article 17, change; "Computer Equipment Department" to -- Information Systems Equipment Division --.

4. In Exhibit A, at the end of Paragraph 1.01, add; -- TECHNICAL INFORMATION does not mean software in or constituting AUTHOR MAINTAINED LIBRARY or PRIVATE SOFTWARE. Some representative items considered software within the meaning of TECHNICAL INFORMATION at the time of execution of this Agreement are set forth in Exhibit B1 attached hereto and forming a part hereof --.

includes MULTICS SOFTWARE but

MULTICS SOFTWARE

5. To Exhibit A, add the following definitions: --

1.05 MULTICS shall mean a service provided by MIT utilizing the GE-645 data processing system as identified in Appendix 1 of Amendment 2 of the Basic Agreement dated April 22, 1968, and all additions, enhancements, modifications or substitutions thereof utilizing MULTICS SOFTWARE.

1.06 ^{The} AUTHOR MAINTAINED LIBRARY shall ^{Contain} ~~mean~~ software developed by subscribing users of MULTICS not participating in THE PROGRAM and placed by mutual consent of author or developer and GENERAL ELECTRIC and MIT into a library accessible by all users of MULTICS. AUTHOR MAINTAINED LIBRARY software shall be offered with no guarantees by the developer for free distribution to and by GENERAL ELECTRIC, MIT, and subscribing users of MULTICS

Replace by
Insert A

1.07 PRIVATE SOFTWARE shall mean software developed by a subscribing user not participating in the development of THE PROGRAM with no obligation to make such software available to GENERAL ELECTRIC, MIT, or other subscribing users of MULTICS.

6. Exhibits B1 and B2 attached to this Amendment are annexed to the November 5, 1965 Agreement and made a part thereof.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed by their duly authorized representatives effective as of the 1st day of January, 1968.

GENERAL ELECTRIC COMPANY

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

By _____

By _____

Title _____

Title _____

2/19/70

Insert A

no # The Author Maintained Library is a distribution mechanism for software developers which neither abridges the rights of the developer nor obligates the developer, General Electric, or M.I.T.