

AMENDMENT NO. I TO MULTICS SOFTWARE AGREEMENT

Effective December 31, 1973

In view of a RESEARCH AGREEMENT entered into between the parties hereto, the Massachusetts Institute of Technology ("M.I.T.") and Honeywell Information Systems Inc. ("HIS") hereby agree to amend, effective as of December 31, 1973, the MULTICS SOFTWARE AGREEMENT of February 13, 1973 between M.I.T. and HIS (hereinafter referred to as the SOFTWARE AGREEMENT), as hereinafter set forth:

1. With respect to all elements of HIS MODIFIED MULTICS SOFTWARE which are developed jointly by M.I.T. and HIS under the scope of and during the term of the RESEARCH AGREEMENT (hereinafter termed ELEMENTS)--

In addition to the nonexclusive license granted to M.I.T. under Paragraph 7 of the SOFTWARE AGREEMENT, M.I.T. shall have the worldwide right to license others to reproduce and use ELEMENTS and to lease and sell, to others copies of ELEMENTS.

2. With respect to all elements of HIS MODIFIED MULTICS SOFTWARE developed jointly by M.I.T. and HIS--
  - (i) the period for which the income and royalties earned by HIS which are subject to apportionment between M.I.T. and HIS under Paragraph 8 of the SOFTWARE AGREEMENT shall be extended three (3) additional years, to terminate seven (7) years after the CHANGEOVER DATE, and
  - (ii) the proportionate shares of M.I.T. and HIS during such period shall be amended to be:

| <u>Period following CHANGEOVER<br/>DATE in which income or<br/>royalties are earned</u> | <u>M.I.T.'s<br/>Share</u> | <u>HIS's<br/>Share</u> |
|---|---------------------------|------------------------|
| First year  | 40%                       | 60%                    |
| Second year   | 50%                       | 50%                    |
| Third year  | 50%                       | 50%                    |
| Fourth year   | 40%                       | 60%                    |
| Fifth year  | 30%                       | 70%                    |
| Sixth year  | 20%                       | 80%                    |
| Seventh year  | 10%                       | 90%                    |
| Eighth year and following years   | 0%                        | 100%                   |

3. With respect to all income and royalties earned by M.I.T. from the licensing, leasing, selling, or transferring of ELEMENTS--

All such income and royalties shall be apportioned between M.I.T. and HIS according to the schedule of shares set forth in Paragraph 2 above.

In witness whereof the parties have affixed their hands and seals the date above written.

Honeywell Information Systems Inc.

Massachusetts Institute of  
Technology

By \_\_\_\_\_

By \_\_\_\_\_