

MULTICS AGREEMENT

Agreement made this _____ day of _____, 1972,
by and between the Massachusetts Institute of Technology (hereinafter referred to as M.I.T.), a corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business in Cambridge, Massachusetts; and Honeywell Information Systems Inc. (hereinafter referred to as H.I.S.I.), a Delaware corporation having a place of business within the Commonwealth of Massachusetts at 200 Smith Street, Waltham, Massachusetts.

Whereas effective October 1, 1970 H.I.S.I. succeeded to substantially the entire business of the General Electric Company and Business Data Processing Systems; and whereas M.I.T. by agreement dated October 1, 1970 assented to the assignment by General Electric to H.I.S.I. of substantially all of General Electric's rights and licenses in subject patents and technical information developed in the course of the program between General Electric and M.I.T., all of which terms are as defined in the agreement between M.I.T. and General Electric dated November 5, 1965 and as subsequently amended, including Amendment A (specifically Exhibit B1) of January 1, 1968, which defines MULTICS SOFTWARE.

And whereas in the course of the development program between M.I.T. and General Electric (and now H.I.S.I.), MULTICS SOFTWARE was developed by the joint efforts of M.I.T. and General Electric (and now H.I.S.I.);

And whereas M.I.T. and H.I.S.I. wish to clarify and modify the existing contractual relationship to reflect the change in

relationship between the parties which will take effect subsequent to the date established for acceptance of the hardware as defined in the M.I.T./H.I.S.I. agreement dated _____ (said date hereinafter referred to as the CHANGEOVER DATE);

Now, Therefore, the parties covenant and agree as follows:

1. Title to MULTICS SOFTWARE developed prior to the CHANGEOVER DATE shall vest in M.I.T., with an irrevocable, royalty-free, non-exclusive license in H.I.S.I. to reproduce and use said MULTICS SOFTWARE and to sell said MULTICS SOFTWARE where such sale is incidental to hardware sold, leased, supplied or licensed by H.I.S.I. Subject to said royalty-free license to H.I.S.I. and to other outstanding obligations by either M.I.T. or H.I.S.I. to third parties as stated below, M.I.T. shall have the exclusive right to license the MULTICS SOFTWARE throughout the world at reasonable royalty rates, and royalties earned from the licensing of MULTICS SOFTWARE shall be equally apportioned between M.I.T. and H.I.S.I. All of said MULTICS SOFTWARE shall be copyrighted jointly in the names of M.I.T. and H.I.S.I., and the costs of all filing fees paid to the Register of Copyrights shall be equally borne by the parties.

2. Title to those particular versions of the MULTICS SOFTWARE which incorporate modifications, improvements, revisions and/or changes made solely by H.I.S.I. or jointly by M.I.T. and H.I.S.I. subsequent to the CHANGEOVER DATE shall vest in H.I.S.I., and copyright to such particular versions shall be in the name of H.I.S.I., and all costs of obtaining such copyright shall be borne by H.I.S.I. M.I.T. shall receive an irrevocable, non-exclusive, royalty-free license to reproduce and to use those particular versions of the MULTICS SOFTWARE which incorporate

those modifications, improvements, revisions and/or changes made during the first 48 months after the CHANGEOVER DATE. Subject to said royalty-free license to M.I.T. and to other outstanding obligations by either M.I.T. or H.I.S.I. to third parties as stated below, H.I.S.I. shall have the exclusive right to license such particular versions of the MULTICS SOFTWARE throughout the world at reasonable royalty rates. Royalties earned from the licensing of such particular versions of MULTICS SOFTWARE shall be apportioned between M.I.T. and H.I.S.I. as follows:

a) Royalties earned on the licensing of such particular versions developed during the first 12-month period after the CHANGEOVER DATE shall be apportioned 60% to H.I.S.I. and 40% to M.I.T.

b) Royalties earned on the licensing of such particular versions developed during the second 12-month period after the CHANGEOVER DATE shall be apportioned 70% to H.I.S.I. and 30% to M.I.T.

c) Royalties earned on the licensing of such particular versions developed during the third 12-month period after the CHANGEOVER DATE shall be apportioned 80% to H.I.S.I. and 20% to M.I.T.

d) Royalties earned on the licensing of such particular versions developed during the fourth 12-month period after the CHANGEOVER DATE shall be apportioned 90% to H.I.S.I. and 10% to M.I.T.

e) Royalties earned on the licensing of those particular versions of the MULTICS SOFTWARE which incorporate modifications, improvements, revisions and/or changes made by H.I.S.I. or jointly by H.I.S.I. and M.I.T. after the first 48 months from the CHANGEOVER DATE shall reside in H.I.S.I., and M.I.T. shall have no rights in or claims to such royalties.

3. Title to those particular versions of the MULTICS SOFTWARE which incorporate modifications, improvements, revisions and/or changes made solely by M.I.T. subsequent to the CHANGEOVER DATE shall reside in M.I.T., and M.I.T. shall have the exclusive right to license such particular versions of the MULTICS SOFTWARE throughout the world at reasonable royalty rates. All royalties earned from the licensing of such particular versions shall reside in M.I.T., and H.I.S.I. shall have no rights in or claims to such royalties.

4. M.I.T. covenants and agrees that until the CHANGEOVER DATE it will not license any of the MULTICS SOFTWARE to third parties, other than the U. S. Government, without the written permission of H.I.S.I. This covenant shall in no way prohibit the right of H.I.S.I. or of M.I.T. to use, copy, publish, reproduce or disclose to others copies of the MULTICS SOFTWARE and all versions thereof.

5. Both M.I.T. and H.I.S.I. agree that all of the terms of this agreement are subject to any existing obligations or contractual agreements which M.I.T. or H.I.S.I. may have to third parties.

6. This agreement modifies all prior agreements between the parties in so far as such prior agreements relate to MULTICS SOFTWARE except that this agreement is not meant to modify either expressly or by implication prior agreements between the parties relating to the disposition of patent rights.

7. This agreement is deemed to be made under and shall be construed according to the laws of the Commonwealth of Massachusetts.

In witness thereof the parties affix their hands and seals
this date above written.

Honeywell Information
Systems, Inc.

By _____

Massachusetts Institute of
Technology

By _____

For machine readable format:

Copyright (c) 1972 by Massachusetts Institute
of Technology and Honeywell Information Systems
Inc.

For Text and all other versions:

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