

AMENDMENT NO. 3

Effective August 1, 1971

The undersigned, HONEYWELL INFORMATION SYSTEMS INC. (hereinafter referred to as "HIS"), and the undersigned, MASSACHUSETTS INSTITUTE OF TECHNOLOGY (hereinafter referred to as "MIT"), hereby agree to amend the BASIC AGREEMENT between the GENERAL ELECTRIC COMPANY and MIT, dated April 22, 1968, relating to the rental by MIT of G 645 computer equipment, which Agreement has previously been amended by AMENDMENT NO. 1, dated July 21, 1969, and AMENDMENT NO. 2, effective as of January 1, 1970. The rights and duties of GENERAL ELECTRIC COMPANY under the Agreement dated April 22, 1968, have been assigned to and assumed by HONEYWELL INFORMATION SYSTEMS INC., effective October 1, 1970.

1. In paragraph 6 of AMENDMENT NO. 2, effective August 1, 1970, paragraphs 6c, 6d, 6e, 6f, 6h, and 6j are hereby cancelled and the following is substituted therefor:

- 6c. Beginning August 1, 1971, the monthly rental charge including maintenance payable by MIT for any or all items of equipment itemized in Exhibit 1 hereof for each month of the balance of the lease term, is \$60,000.00.
- 6e. HIS shall submit invoices in duplicate the first of each month covering the charges provided for in paragraph 6c above for the current month plus any of such charges as may be billable from the previous month. Payment of said invoices shall be made to HIS (address) within twenty (20) days from the date of invoice.

2. HONEYWELL INFORMATION SYSTEMS INC. or HIS shall be substituted for GENERAL ELECTRIC COMPANY or GE respectively, in the BASIC AGREEMENT dated January 1, 1970.

IN WITNESS WHEREOF, the parties have each caused this instrument to be signed by their duly authorized representatives, to be effective this _____ day of _____, 1971.

HONEYWELL INFORMATION SYSTEMS INC.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

BY: _____

BY: Paul V. Cusick

TITLE: _____

TITLE: Paul V. Cusick - Vice-President
for Business and Fiscal Relations

EXHIBIT 1

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>MODEL NO.</u>
1	Processor	CP8031
1	Processor Port Pair	CPP8030
1	Main Memory 32K	MM8030
1	Main Memory 32K	MM8030
2	Additional Memory 32K	AUM600
4	Additional Memory Modules 32K	AMM600
2	Cabinets	CAB601
1	Memory Switch	MSW600
2	Systems Clock	CLK600
8	Memory Ports	OPT802
2	Additional Interrupt Cells	OPT815
1	Generalized I/O Controller	DC8031
1	GIOC Port Pair	MIP600
1	Additional Priority Levels	PLP600
1	Adapter Cabinet	CAB600
4	High Performance Channel	HPC600
5	Teletype Adapters	TTA600
15	Teletype Channels	TTC600
15	Teletype Channel Extensions	TTL600
2	Character Asynch Adapter	CAA600
6	Character Asynch Channel	CAC600
1	Character Synch Adapter	CSA600

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>MODEL NO.</u>
3	Character Synch Channel	CSC600
2	High Performance Drum and Controller	EMU302
1	Additional Port Pair	APP302
1	Motor Generator Set	MG8031
1	Power Sequencer Unit	OPT825
1	High Speed File Unit	CH0011

DEVELOPMENT SYSTEM

1	Processor	CP8031
1	Processor Port Pair	CPP600
1	Main Memory	MM8030
1	Additional Memory	AM8030
2	Additional Memory Modules	AMM600
1	Memory Cabinet	CAB601
1	Memory Switch	MSW600
1	Systems Clock	CLK600
4	Memory Ports	OPT802
1	Additional Interrupt Cells	OPT8105

PERIPHERAL COMPLEMENT

1	Peripheral Switch	PSC200
15	Switch Units	OPT510
1	Disc Controller	DSC270
1	Additional Data Channel	ADC270
4	File Electronics	DFE270

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>MODEL NO.</u>
17	Disc Files	DSU270
2	Card Readers	CRZ201
1	Card Punch	CPZ201
2	Printers	PRT202
2	Consoles	CO8030
1	Mag Tape Controller	MTC404
10	Magnetic Tape Units	MTH373