

HONEYWELL INFORMATION SYSTEMS INC.
SYSTEMS DEVELOPMENT CENTER
2701 4TH AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55408

Agreement No. 714-C5

Agreement between Honeywell Information Systems Inc., Systems Development Center ("Honeywell") and Massachusetts Institute of Technology ("Lessee") for MULTICS Data Processing Products and Equipment Service.

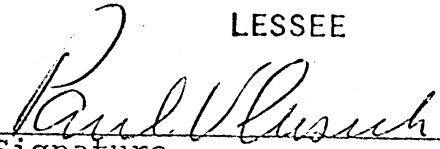
This Agreement is made up of Section I Equipment, Section II Statement of Work, Section III Acceptance, and Section IV Terms and Conditions, all of which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

HONEYWELL

LESSEE

Signature



Signature

Name (typed or printed)

Paul V. Cusick

Name (typed or printed)

Title

Vice-President for Business
and Fiscal Relations

Title

Date

December 13, 1971

Date

9/24/71

PREAMBLE

- I. Since the fall of 1965, MIT and the General Electric Company (subsequently Honeywell Information Systems) have been engaged in the joint development of the Multiplexed Information and Computing Service (MULTICS) System. Progress on this joint development task had reached a sufficiently advanced level by the fall of 1969 that MIT was able to offer the service internally to its computer-using community.

- II. Use of the MULTICS System at MIT has grown significantly since its first introduction and MIT and HIS are jointly interested both in continuing to develop and expand the capabilities of this system and in transferring the system to a new generation of hardware. MIT intends to continue to rely upon the MULTICS System to furnish general purpose time-sharing service to its user community. In order that this community of users may plan effectively, MIT expects to continue its current open-ended commitment to retain MULTICS service on the campus and, barring unexpected major reductions in research funding, MIT expects to require an increasing amount of MULTICS service capacity. To maximize the ability of the campus community to plan effectively, MIT expects to continue to guarantee availability of this service to the campus for a specific period of several years on a rolling basis.

- III. To implement these goals, MIT and HIS are entering into this agreement to continue the joint development project (as described in Section II) until the MULTICS software has been transferred to new hardware. With this successful transfer, this agreement provides for the regular lease by MIT of hardware to run the MULTICS System for the MIT campus (as described in Sections III and IV). Continued development of the MULTICS System after this transfer will be conducted through direct cooperation between Honeywell and MIT staff.

I
EQUIPMENT

1.5/16/58

MAIN FRAME SUBSYSTEM

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
CSM 6455	Main Frame (320)	1	58,000	2,668,000	5,615
PM 6450	Add. Proc.	1	11,200	515,200	1,085
BSC 100	Cont. Bulk Store	1	1,200	55,000	120
BSD 100	Bulk Store, 512MOD	2	14,000	644,000	1,330
Total			84,400	3,882,200	8,150

MEMORY SUBSYSTEM

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
MM 6450	Core Memory (64K wds.)	1	6,000	276,000	580
BSD 100	Bulk Store, 512MOD	2	14,000	644,000	1,330
Total			20,000	920,000	1,910

DISC SUBSYSTEM

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
DSS 190	Disc Storage Subsys.	2	7,400	325,000	1,048
DSU 190	Disc Pack Drive	12	7,800	343,200	1,104
DCH 190	Dual Simult. Ch.	2	2,000	88,000	284
Total			17,200	756,200	2,436

PERIPHERAL SUBSYSTEM

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
IC 6002	Add. IOM Ch.	3	900	41,400	87
PSC 200	Peripheral Switch	1	185	7,850	14
OPT 510	Switch Units	15	675	28,650	45
CRZ 201	Card Reader	2	1,430	53,600	322
CPZ 201	Card Punch	2	1,810	68,000	476
CO 8030	Console	2	890	39,600	60
PRT 300	Printer	2	3,700	150,180	570
MTC 404	Tape Cont (2x16)	1	1,630	70,600	120
MTH 373	Tape Handler	10	9,400	407,000	1,370
MG 8031	Motor Generator	1	340	15,100	38
OPT 825	Power Sequencer	1	18	800	1
Total			20,978	882,780	3,103

DATANET-355 SUBSYSTEM

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
SPB 355	Proc. 32K Mem.	1	3,050	141,400	296
CPM 355	Common Periph. Ch.	1	75	3,600	11
HLA 355	High Speed Line Ad.	2	1,250	60,000	240
HSC 355	High Speed Channel	33	2,145	102,960	462
LLA 355	Low Speed Line Ad.	6	3,060	146,880	588
LSC 355	Low Speed Channel	40	3,000	144,000	680
Total			12,580	598,840	2,277

DEVELOPMENT MODULES

<u>Model No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
BSC 100	Cont. Bulk Store	1	1,200	55,000	120
IM 6450	Add IOM	1	6,300	289,800	610
IC 6002	Add Ch's.	3	900	41,400	87
SPB 355	Proc. 32K	1	3,050	146,400	296
CPM 355	Common Periph. Ch.	1	75	3,600	11
LLA 355	Low Speed Line Adp.	1	510	24,480	98
LSC 355	Low Speed Channel	4	300	14,400	68
HLA 355	High Speed Line Adp.	1	625	30,000	120
HSC 355	High Speed Channel	1	65	3,120	14
Total			13,025	608,200	1,424

SUMMARY

	<u>Lease Price</u>	<u>Purchase Price</u>	<u>Basic Mo. Maintenance</u>
o Main Frame (2 Processor)	84,400	3,882,200	8,150
o Memory Subsystem	20,000	920,000	1,910
o Disc Subsystem (190)	17,200	756,200	2,436
o Peripheral Subsystem	20,978	882,780	3,103
o DATANET-355 Subsystem	12,580	598,840	2,277
o Development Modules	13,025	608,200	1,424
	168,183	7,648,220	19,300
With Educational Discount	134,546		
Plus Extra Shift Maintenance	149,750		

II

STATEMENT OF WORK

A. Task Description

1. I/O Software - Objective: Transfer the GIOC functional capability to the Extended IOM and the DATANET-355 Communications Processor. This task will implement initial DATANET-355 software for the development machine to provide minimal remote terminal I/O. To allow operation on the development machine, new software interfaces for the standard IOM will be implemented with the considerations made for the Extended IOM in the software design. This task requires that Honeywell deliver the standard IOM by August 1, 1971 and Lessee provide the required facilities to allow its operation by August 15, 1971. Full service DATANET-355 software will then be implemented, followed by the modification of IOM software to accommodate the Extended IOM.
2. Extended Instruction Set (EIS) - Objective: Permit programs compiled via the PL/1 code generator to use the new Extended Instruction Set and new pointer registers. This task will implement a new PL/1 operator segment using the EIS and new pointer registers. Then a new PL/1 code generator will be written to produce EIS instructions in-line, further improving the efficiency of object code.
3. New Appending Hardware - Objective: Modify File System software to accommodate new segmentation and paging hardware. The File System will be changed to permit adjustable page sizes, and work with the new Segment Descriptor Word and Page Table Word formats.
4. Ring Protection Hardware - Objective: Modify software and software environments to permit hardware implementation of ring-switching. New ring stack conventions and a new inter-segment transfer discipline will be provided. Call/save/return conventions will be provided along with simplified access control modules, removal of gates, and enabling of inter-ring hardware calls.

5. New System Controller - Objective: Adjust software to differences between the 645 System Controller plus Calendar Clock and the 645 Follow-On System Controller. Interface with the new System Controller Clock which compensates for the new clock rate will be developed. Software will be written to simulate alarm clock feature, compensate for Read-Alter-Rewrite differences between new and old System Controller, adjust for any different dynamic reconfiguration procedures between the new and old System Controllers.
6. New Control Unit Format - Objective: Isolate, minimize and then modify software sensitive to Control Unit format. A program interface to restrict sensitivity to Control Unit data formats will be provided and its use enforced. Fault Interceptor Module and Interrupt Interceptor Module will be modified.
7. Bulk Store Interface - Objective: Replace Librafile with Bulk Store Interface. Software performance meters and metering commands will be upgraded.
8. BOS Upgrade - Objective: Upgrade BOS to interface with all new software conventions and new hardware features and devices. As each new software convention, hardware device or hardware feature is placed in service, incrementally BOS will be upgraded to accept it.
9. System Integration - Objective: Insure that new software features and new hardware work together properly. New software features will be installed and pre-tested in advance of actual new hardware availability. Test and Diagnostic software and GECOS III will be executed on the new system. The new MULTICS will be checked on new hardware.
10. Trial Service - Objective: Checkout new hardware and software to the point where it can be offered as the service offering. The MULTICS Development Project will be moved from the service system to the new system. The new system will be verified as self-maintaining by generating new versions of MULTICS on the new system. Operations personnel will be trained on new hardware.

11. Convert Users - Objective: Transfer all user files, users and communications facilities to new hardware. Copies of all files will be moved to the new system. Communication facilities will be switched and hardware moved as required. Adequate backup capabilities will be generated. Service will be transferred to the new machine.

B. Implementation Requirements

1. Adequate access by system programmers to both the current MULTICS service facility and the MULTICS Development facility will be provided by Lessee.
2. Peripheral and terminal interface requirements (remote computers, ARPA network interfaces, remote terminals, etc.), both hardware and software, will be specified by Lessee twelve (12) months prior to new service installation. Initially, the new versions of MULTICS will provide capabilities only for the specified interfaces.
3. Honeywell and Lessee will provide an equal number of experienced MULTICS System Programmers, as set forth in C.1. of this Section, to form a mutually acceptable team to transfer and extend MULTICS to the equipment used herein.
4. Adequate facilities will be provided by Lessee to check out the new hardware when it arrives.

C. Manpower and Schedule Guidelines

1. The following are the schedules and manpower guidelines for the tasks described above. Manpower is specified as total number of programmers required per quarter.

TASK	1971				1972			
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
1. I/O Software	3	3	3	1	1	2		
2. Extended Instruction Set				1	1	1		
3. New Appending Hardware				1	1	1		
4. Ring Protection Hardware			1			1		
5. New System Controller		2		1	1	1		
6. New Control Unit Format			1	1		1		
7. Bulk Store Interfaces					1	1		
8. BOS Upgrade	1	1	1	1	1	1		
9. System Integration						1	10	
10. Trial Service								10
11. Convert Users								
TOTAL	4	6	6	6	6	10	10	10
TOTAL = 174 man-months								

These tasks will be performed by experienced MULTICS systems programmers, half from Honeywell, half from Lessee. Detailed scheduling and work assignments will be developed by the joint development groups to their mutual satisfaction.

2. Event Schedule

<u>EVENT</u>	<u>DATE</u>
1. DATANET-355 installed as part of Lessee development system.	05/01/71
2. Standard IOM installed as part of Lessee development system.	08/15/71
3. GIOC removed from development system.	12/01/71
4. 645 Follow-On shipped.	06/14/72
5. 645 Follow-On released to MULTICS development group.	07/07/72
6. 645 Follow-On released to Lessee.	11/20/72
7. Trial service completed.	12/20/72
8. All users converted to new system.	01/01/73

III

ACCEPTANCE

A. 645 Follow-On System

1. Upon arrival on site, the system will be assembled and unit-checked by Honeywell. Total systems checkout by Honeywell will then commence using GECOS III and comprehensive Test and Diagnostic programs to ensure that all components and new features of the 645 Follow-On System perform under heavy system load. When these tests execute to the satisfaction of Honeywell, the equipment will be released to the MULTICS development group (comprised of Lessee and Honeywell personnel) as specified in Section II, Paragraph B.3 and C.2.
2. The MULTICS development group will debug and integrate software modules comprising the initial version of Follow-On MULTICS. This initial version of Follow-On MULTICS will utilize all new features of the Follow-On hardware and provide all the Ring Zero capabilities supported by 645 MULTICS as of January 1, 1972.
3. When Follow-On MULTICS executes successfully, the system will be subjected to the following tests on a 1 CPU/256K core configuration with two million words of Bulk Store:

An acceptable level of reliability will be demonstrated by a series of four successful 12-hour sessions occurring over a period not exceeding five days. A session will be considered successful if no more than two system failures due to either hardware or software occur in the 12-hour session.

These tests will be performed on a system loaded to a level such that idle processor time is minimized. Loading will be accomplished by means of the Absentee user facility, or equivalent, utilizing Standard Service System commands.

Follow-on remote terminal I/O reliability will be demonstrated by one successful six-hour session employing programmers using Standard Service System commands at remote terminals. The session will be considered successful if there is no more than one system failure due to either hardware or software.

4. Follow-on large configuration reliability will be demonstrated by one successful six-hour session involving a 2 CPU/384K core configuration.

5. An acceptable level of performance will be demonstrated when the 1 CPU/256K system supports an equivalent of 82 MULTICS users while providing a response time of 6 seconds or less, 90% of the time, for trivial commands such as the "nothing" command. As a means for simulating 82 average users has not been determined at this time, Lessee and Honeywell will attempt to define a mutually acceptable simulation to be used by or before the reliability acceptance test described in Paragraph 3 above.
6. When the reliability demonstration has executed successfully, and when the performance demonstration, if determined by that time, has executed successfully, the Follow-on system will be released to the Lessee.

B. User Conversion

1. Immediately after the equipment has been released to the Lessee, the Lessee will begin to move users to the new system and run a trial MULTICS service for one month. The goal will be for all users to be moved to the new system by the end of this one-month period. At the end of this one-month trial, the 645 Follow-on System will be turned over to Lessee and Lessee will begin rental payments on the equipment listed in Section I as set forth in Section IV, Paragraph B. Honeywell agrees to furnish, without charge to the Lessee, the 645 system, in use by Lessee at the time of conversion for a period not to exceed three (3) months immediately following the 645 Follow-on System turnover.

IV

TERMS AND CONDITIONS

A. Agreement Period

1. This Agreement shall be effective on the date of execution hereof by Honeywell and shall continue for one (1) year from the date the system specified in Section I is accepted in accordance with Section III of this Agreement and shall remain in full force thereafter until terminated. This Agreement may be terminated at the end of the initial term specified above, or at any time thereafter, by either party, upon ninety (90) days prior written notice.
2. Units of equipment peripheral to the Main Frame Subsystem as specified in Section I herein may be added or replaced on the basis of Honeywell's normal delivery lead times and published prices and terms and conditions of its commercial customers then prevailing, or may be returned upon ninety (90) days prior notice to Honeywell.

B. Charges

1. The charges listed in Section I hereof are those in effect on the date of this Agreement. These charges are subject to change by Honeywell, effective at the end of the initial term of this Agreement, as set forth in Paragraph A.1 above or at any time thereafter, upon ninety (90) days prior written notice.
2. During each calendar month the basic monthly rental charges shall entitle the Lessee to unlimited use of the system and to operate the system at any time and for any period of time at the convenience of Lessee (exclusive of the time required for preventive and remedial maintenance).
3. In addition, the Lessee will be provided on-call remedial maintenance service (excluding Honeywell's published holidays) seven (7) days per week, twenty-four (24) hours per day.
4. Preventive maintenance will be performed during the nine (9) hour period between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and at a time within this period which is mutually acceptable to the Lessee and Honeywell.

Preventive maintenance requested by the Lessee outside of the nine (9) consecutive hour period between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, will result in an additional monthly maintenance charge, effective on the first day of the subsequent calendar month, computed at ten percent (10%) of the then current Total Basic Monthly Maintenance Charges as specified in Section I. Until the additional monthly maintenance charges, as above, are effective the Lessee will be billed at Honeywell's hourly rate(s) then in effect. Preventive maintenance requested by the Lessee on Saturday and/or Sunday will be provided at Honeywell's published hourly rate for service then in effect. The minimum time charged for a service call will be two (2) hours including time to and from Lessee's location. Charges will be computed to the nearest fifteen (15) minutes.

Honeywell will determine the preventive maintenance required for the system covered under this Agreement. Honeywell agrees that individual hardware units in the 645 Follow-on System will not require significantly more preventive maintenance than similar hardware in the Honeywell line.

5. The charges for the system shall commence in accordance with Section III, Acceptance.
6. If the system is turned over to the Lessee for a fraction of a calendar month, the monthly rental charge shall be computed at the rate of one-thirtieth (1/30th) of the monthly charge set forth in Paragraph B.1 of this Section for each day the system is accepted and ready for use, beginning on and including the calendar day the system was turned over to the Lessee through the last calendar day of the month.
7. Charges are due and payable monthly thirty (30) days net from the date of invoice. Monthly charges will be invoiced on the first of each month.
8. Lessee shall pay or reimburse Honeywell for all taxes and assessments however designated, which may be levied, directly or indirectly against the leased property or any interest therein or the use thereof or upon this Agreement, whether such taxes and assessments be levied against Honeywell or Lessee, exclusive however of personal property taxes assessed against or payable by Honeywell and taxes based on net income.
9. Lessee shall pay for all transportation, rigging and drayage to and from the Honeywell factory and packing for return.

C. Installation and Operating Supplies

1. Installation facilities, including space, electrical power, cable troughs, special cable requirements, communications modems, and the like, shall be furnished in accordance with intallation instructions of Honeywell and at Lessee's expense, and the equipment shall not be moved from the premises where it has been installed without Honeywell's prior written consent. Honeywell shall install the equipment, at no additional charge, during its normal working hours, provided, however, that the Lessee shall furnish labor as may be necessary for placement and unpacking of equipment when in possession of Lessee. Supervision of unpacking and placement of equipment shall be furnished without charge by Honeywell. If installation by Honeywell personnel is precluded by local law, union agreement or otherwise, Honeywell will supervise the installation and the Lessee shall bear any additional costs caused thereby.
2. All supplies for use with the system are to be provided by Lessee and are to meet the specifications set forth by Honeywell.

D. Maintenance

1. Honeywell shall keep the equipment in good operating condition and will make all necessary adjustments and repairs. Lessee shall not permit persons other than authorized representatives of Honeywell to effect adjustments or repairs to the equipment and Honeywell shall be in no way responsible to Lessee for loss of the use of the equipment or any other liabilities occasioned by adjustments and repairs made by persons other than its own representatives or personnel approved by Honeywell.
2. Honeywell representatives shall have full and free access to the equipment in order to effect the necessary adjustments and repairs. Any maintenance service originating by reason of Lessee's fault or negligence will be billed to the Lessee in addition to all other charges incurred under this Agreement.

3. The Lessee shall provide adequate storage space for spare parts and adequate working space including heat, light, ventilation, electric current and outlets for use by Honeywell's maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to Honeywell.
4. All remedial maintenance shall be performed after notification that the equipment is inoperative and Honeywell shall always be responsive to the maintenance requirements of the Lessee.

E. Insurance

1. During the period the system ordered hereunder is in transit or in the possession of the Lessee, Honeywell and its insurers relieve the Lessee of all risk of loss or damage to the system except for the Lessee's responsibility for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination.
2. Lessee shall indemnify and hold Honeywell harmless for any loss, claim or damage to persons or property arising out of Lessee's use or possession of the system, which indemnity shall survive the termination of this Agreement, provided that such loss, claim or damage was not caused by the fault or negligence of Honeywell or the fault or negligence of its employees or representatives.

F. Alterations and Additions

1. Alterations and/or additions to the equipment may be made solely with the prior written consent of Honeywell. This written consent may be withdrawn by Honeywell if the equipment operation or maintenance is impaired.

G. Option to Purchase

Honeywell, following the date the equipment is installed and made ready for use, shall make the items of equipment available to the Lessee for purchase during the rental period at the purchase prices specified in Section I. Credits against the purchase price from the Total Basic Monthly Rental Charges previously paid on the equipment being purchased will be accrued on the basis of the following schedule:

1. Seventy percent (70%) of the Total Basic Monthly Rental Charges paid to date if the option is exercised during the first twelve (12) months following the date the equipment is installed and made ready for use.
2. Sixty percent (60%) of the Total Basic Monthly Rental Charges paid to date if the option is exercised during the thirteenth (13th) month and through the twenty-fourth (24th) month following the date the equipment is installed and made ready for use.
3. In the event the Lessee elects to exercise this option at any time during the rental period and subsequent to the above twenty-four (24) months period following the date the equipment is installed and made ready for use, the price for such item of equipment shall not exceed the price at the end of the twenty-four (24) months period had the purchase option been exercised at that time.

This Agreement shall be terminated with respect to each item of equipment being purchased by Lessee hereunder on the last day of the month during which Lessee submits a written notice to Honeywell of an intent to exercise the option to purchase that item of equipment. The effective date of purchase shall be the first day of the month immediately following that during which written notice is given to Honeywell of the intent to exercise this option, and the purchase price shall be payable by Lessee on such effective date. The foregoing purchase option credit terms do not apply to any extra shift maintenance charges incurred under Section I.

H. Software Support

Honeywell shall provide to the Lessee those programming aids, including programs, routines, sub-routines, translation compilers and related items and documentation, which it has announced or may announce for general use as available without additional charge for the type of system ordered under this Agreement, except for media (e.g., magnetic tape, disk packs, etc.) and their transportation. The delivery date of such items shall be in accordance with the normal distribution policy then in effect for such items by Honeywell. Honeywell agrees that it is Honeywell's intention to provide such software support for the MULTICS System.

J. PUBLICATION RELEASE

Honeywell will not identify the Lessee in Honeywell publications or in material written for placement in public media as a customer of the Honeywell products covered by this Agreement without prior written approval of Lessee.

K. Infringement of Patents, Trademarks or Copyrights

1. Honeywell shall defend any suit or proceeding brought against Lessee so far as such suit is based on a claim that any unit of equipment or software furnished hereunder (which reference shall include any part thereof), made solely to Honeywell's designs and furnished hereunder constitutes an infringement of any patent or copyright of the United States, provided Honeywell is notified promptly in writing of such a suit and given full and complete authority, information and assistance (at Honeywell's expense) for the defense of same. Honeywell shall pay all damages and costs awarded therein against Lessee but Honeywell shall not be responsible for any compromise made without its consent. If such equipment or software is, in such suit, held to constitute infringement and its use is enjoined, Honeywell shall, by its own election and at its own expense, either procure for Lessee the right to continue using such equipment or software, modify it so that it becomes non-infringing, or remove such equipment or software, grant Lessee a credit therefor as depreciated, and accept its return. Honeywell shall not have any liability to Lessee under any provision of this clause if any patent or copyright infringement claim is based upon the interconnection and/or use of the equipment in combination with equipment or other devices not made

- by Honeywell, upon use in any manner for which the equipment or software was not designed, or upon use of the equipment or software in other than those uses recommended by Honeywell. Honeywell shall also indemnify Lessee for any loss, damage or expense that may result by reason of such a suit. However, Honeywell's liability for any such loss, damage or expense to Lessee shall in no event exceed twenty-five percent (25%) of one (1) year's rental charges hereunder.
2. Lessee will defend any suit or proceeding brought against Honeywell so far as such suit is based on a claim that any unit of equipment or software made solely to Lessee's design, furnished by Honeywell and modified by Lessee, or furnished by Lessee and used with equipment or software supplied by Honeywell constitutes an infringement of any patent or copyright of the United States, provided Lessee is notified promptly in writing of such suit and given full and complete authority, information and assistance (at Lessee's expense) for the defense of same. Lessee shall pay all damages and costs awarded therein against Honeywell, but Lessee shall not be responsible for any compromise made without its consent.

L. General

1. Without the prior written consent of Honeywell, Lessee shall not assign or transfer this Agreement or permit the operation of the equipment by any person other than by operators in Lessee's direct employ or by representatives of Honeywell. Without the prior written consent of Lessee, Honeywell shall not assign or transfer this Agreement to any other party.
2. All items of equipment and other devices furnished by Honeywell hereunder shall not be the property of Lessee unless purchased, and may be removed by Honeywell at any time after termination of this Agreement.
3. If either party shall be in default of its covenants under this Agreement and such default continues for thirty (30) days after written notice thereof by the other party, this Agreement may thereupon be terminated by such other party.
4. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. There are no warranties, express or implied, including, but not limited to, the implied

warranties of merchantability and fitness for a particular purpose not specified herein, respecting this Agreement or the equipment leased hereunder, or programming aids, or services furnished hereunder. Honeywell shall not be liable for any failures or delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. In no event will Honeywell be liable for any indirect, special or consequential damages, in connection with or arising out of the furnishing, performance, or use of any item of equipment, programming aids, or services provided for in this Agreement. Any terms and conditions of any purchase order or other instrument issued by the Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Honeywell and shall not apply to this Agreement. The Lessee represents that he has read this Agreement, understands it, and agrees to be bound by its terms and conditions. The Lessee further agrees that this Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and that this Agreement supersedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the subject matter hereof.

5. This Agreement does not in any way supersede or affect the rights and duties of Honeywell and the Lessee as set forth in the MIT/General Electric Company Patent Agreement dated November 1, 1966, and extended to December 31, 1972 by Amendment A. The rights and duties of General Electric Company under the Agreement dated November 1, 1966, having been assigned to and assumed by Honeywell Information Systems Inc. effective October 1, 1970.