Basic Agreement Between General Electric Company and Massachusetts Institute of Technology dated April 22, 1968

AMENDMENT No. 1

July 21, 1969

1. Paragraph 2, entiled PERIOD OF AGREEMENT, is amended as follows:

This Basic Agreement when executed, shall become effective as of 1 April 1968 and shall remain in effect until 31 December 1969, unless otherwise extended or foreshortened by subsequent mutual agreement of the parties.

- 2. Subparagraph B of Paragraph 3, DELIVERY and INSTALLATION OF EQUIPMENT, is deleted in its entirety.
- 3. Subparagraph B of Paragraph 4, RENTAL CHARGES, is amended as follows:
 - a. Rental charges for each item of the installed System 1
 equipment listed in Exhibit 1 shall commence as of 1 April 1968.
 Rental charges for subsequent additional System 1 equipment
 shall commence as of the date that the equipment is installed
 and ready for use as certified by General Electric in writing
 and mutually acceptable to MIT. Rental charges for the
 installed System 1 equipment listed in Exhibit 1 and such
 subsequent additional System 1 equipment shall terminate
 31 January 1969 and the equipment released to General Electric.
 Effective 1 February 1969, rental charges for the installed
 System 2 shall commence. System 2, effective 1 February 1969,
 is as shown on Attachment A to this amendment, items 1 through
 52 inclusive.
 - b. Effective 1 May 1969, the rental charges for items 39, 40 and 41 terminate and said items are released to the General Electric Company.
 - c. Effective 14 May 1969, the rental charges for items 42 through 50 inclusive terminate and said items are released to the General Electric Company.
 - d. Effective 1 July 1969, the rental charges for item 51 terminate and said item is released to the General Electric Company.
 - e. Effective 1 August 1969, the rental charges for item 52 terminate and said item is released to the General Electric Company.
 - f. Effective 1 July 1969, rental charges for item 53 commence.

AMENDMENT NO. 1

July 21, 1969

- g. Effective 4 March 1969, rental charges for items 54, 55, 56 and 57 commence.
- h. Effective 1 September 1969, rental charges for item 58 commence.
- i. Charges for a fractional part of a calendar month shall be computed at the rate of 1/30 of the basic monthly rental per day.
- 4. Subparagraph C of Paragraph 4, RENTAL CHARGES, is deleted in its entirety.
- 5. Subparagraph F of Paragraph 6, MAINTENANCE, is deleted in its entirety.

6. PURCHASE OPTION

- a. MIT or the U.S. Government may, at any time, following acceptance of the equipment, purchase any or all machines installed onsite at the time such option is exercised, by giving General Electric written notice of its election to exercise such option, effective upon the date of payment of the option price as hereinafter specified.
- b. The price MTT or the Government shall pay will be determined by the Purchase Price prevailing at the time such equipment was initially ordered for rental or the Purchase Price prevailing at the time of purchase, whichever is lesser. If this option is exercised, General Electric will credit against such Purchase Price an amount equal to fifty percent (50%) of the total rental paid by MTT hereunder with respect to the items being purchased, up to the date of exercise of the option, provided that such credit shall not exceed a maximum of fifty percent (50%) of the Purchase Price of such item of equipment. Any sales tax applicable to the purchase of the equipment shall be added to the purchase price and paid by MTT unless MTT shall furnish General Electric with an exemption certificate acceptable to the taxing authorities.
- c. For the purpose of computing rental credits under subparagraph 6.b. above, all rental paid by MIT for an item of equipment which was included in System 1 and which was subsequently replaced in System 2 by the item of equipment of the same type and model number which is being purchased, shall be deemed to be rental paid with respect to the item being purchased.
- d. Rental payments will cease on the day immediately preceding the effective date of purchase.
- e. Upon exercise of the purchase option, General Electric shall, if requested, furnish maintenance service at its standard published

July 21, 1969

prices and upon the standard terms and conditions of General Electric then in effect with respect to the maintenance of similar equipment.

Thomas I I had wood

General Manager, Large Systems Dept.

Title

Large Systems Department Information Systems Equipment Div. General Electric Company Kul Musuh

Paul V. Cusick

COMPTROLLER

Title

Massachusetts Institute of Technology

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Attachment A (Continued) -645 System 2 (Site Code BAJ4) MIT-GE Development System

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