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APPENDIX I to the Agreement of 20 July 1967
between I.C.T. and METRONEX.

AGREEMENT

Between the Undersigned:

"International Computers and Tabulators Limited", I.C.T. House, Putney,
London S.W. 15,

hereinafter called I.C.T.

and

"Metronex" State Company for Foreign Trade, Warsaw, Poland, hereinafter
called Metronex;

The following agreement has been concluded:

1/ INTENTIONS OF THE PARTIES.

It is intended that I.C.T. shall supply Metronex with such of its standard programs, which are provided to all classes of customers without additional charges, hereinafter referred to as software, written for the I.C.T. 1900 series of Computers and that this software will be supplied by Metronex only to the users of a Polish computer which has been so designed as to be able to accept this software.

It is also intended that I.C.T. shall supply information, in the form of normally available documentation and consultation, to assist the designers of the Polish computer in making the machine capable of using the software.

2/ TECHNICAL DOCUMENTATION.

I.C.T. will deliver to Metronex the required documentation on macrologics for the 1904 and 1905 computers, on standard interface, basic peripherals /Paper Tape Reader, Paper Tape Punch, Console Typewriter, Line Printer, Card Reader and Magnetic Type/ and on the appropriate and relevant executive and test programs, by August 1967. I.C.T. agreed to supply similar documentation, as far as this is available, for other peripheral devices when Metronex announces its intention to use such peripheral devices with the Polish Computer. Amendments will be Communicated to Metronex.

3/ PROVISION OF SOFTWARE.

I.C.T. agrees to provide Metronex with all software, as defined in clause 1/ currently available for the 1900 series of computers and such software as becomes available during the currency of this agreement, provided that such software is applicable to the configurations of the Polish computer produced during the currency of this agreement.

The whole software currently available and planned is included in I.C.T. Computer Guides 1053 and 1071, which form Appendices 1/ and 2/ to this agreement.

I.C.T. reserves the right to cancel or withdraw any item listed in these Appendices from General use. This right, if exercised, will affect all users of 1900 software and will not discriminate against Metronex.

All changes to the list of software available or planned will be communicated by I.C.T. to Metronex in the form of amendments to the Computer Guides forming Appendices 1/ and 2/.

The availability dates mentioned in these Guides are estimates, and are not binding on I.C.T.

Metronex agrees to place any software when it is compatible with the I.C.T. 1900 written by the manufacturer of the ODRA Computer at the disposal of I.C.T. for use with users of I.C.T. computers.

For such of this software as I.C.T. accepts, producers procedures will be adopted for its supply and maintenance as are defined in this agreement for the supply of software by I.C.T. to Metronex.

4/. METHOD OF SUPPLY OF SOFTWARE.

I.C.T. will supply Metronex for each software package supplied under paragraph 3/ the following:

a/ A specification of each package in the form of either the I.C.T. Library Specification Manual or as a separate set of Manuals, as appropriate. I.C.T. reserves the right to change these specifications before or after issue.

b/ The program or programs constituting the package on whatever medium is used for distribution by I.C.T. This is normally magnetic tape, 7 track, 556 bits per inch, but in certain cases is 8 track paper tape or 80 column punch cards. Magnetic tapes will be invoiced.

c/ Should Metronex require information on source Programs, this will be provided by reproducing the source program tape ^{and/or} blockcharts. The magnetic tapes and the costs of reproduction will be invoiced to Metronex.

d/ Changes in existing packages will be advised by the supply of amendment notices and suitable material for (magnetic or paper tape) for the amendment of the library.

5/. QUALITY OF SOFTWARE.

I.C.T. will supply software to the standard supplied to all I.C.T. customers. Should errors be found when the software is taken into use I.C.T. will provide a correction service as defined in paragraph 6/. I.C.T. provides no guarantee in respect of the quality of the software and is not liable for the effects of any errors contained therein.

6/ MAINTENANCE OF SOFTWARE

During the currency of this agreement:

a/ I.C.T. will notify Metronex of any errors discovered in a software package
b/ Should Metronex believe that an error is present in a software package,
it will take the following steps:

I/ Establish that the error also occurs when the same program is run under
the same conditions on an I.C.T. 1900 computer. If this is the case,

II/ Inform I.C.T. without delay of the nature of the error.

III/ At the request of I.C.T. supply the evidence necessary for the error
to be investigated.

a/ I.C.T. will then take steps to correct the error and issue the necessary
patches as in 4/ a/ above without undue delay.

d/ Any packages which have been made available by Metronex or any Polish
user are excluded from the error correction service defined above.

e/ The provisions contained in 6/ a/ to 6/ h/ do not apply to executive
and test programs.

7/ TRAINING AND CONSULTATIONS.

"In order to implement this agreement and in particular to ensure the logical
design compatibility of the Polish computer SERA 1904 with the ICT 1900 system
for which the relevant documentation has been supplied, the following facilities
for consultation I.C.T. and Metronex will be implemented:

a/ 2 Polish specialists will visit I.C.T.'s West Gorton factory for a period
of three months, to receive practical training on executive programs.

They will be joined by a Polish Logic designer for the final three weeks
of their training, in total 27 man/weeks.

b/ A Polish Engineer will attend an I.C.T. 1904/5 maintenance engineer's
course at Letchworth. The duration of this course is 26 weeks.

c/ In September and October 1967 three Polish specialists will visit I.C.T.
for consultation on outstanding logic and executive problems, in total
12 man/weeks.

d/ In December 1967 two I.C.T. specialists will visit Poland to consult
on logic and executive problems in total 6 man/weeks.

e/ I.C.T. will receive Polish specialists in London for a duration of
15 man/weeks in 1967, and 9 man/weeks per year thereafter during the
currency of this agreement, for consultation of software matters.

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1/ I.C.T. will provide specialists for consultation in Poland for a maximum of 20 man/weeks during the currency of this agreement.

2/ It is agreed that Hitronex shall bear the costs of travel for the Polish specialists visiting the United Kingdom. I.C.T. will bear the cost of their accommodation and subsistence / £ 2.50 per day/ in the United Kingdom for a maximum of 104 man/weeks. I.C.T. will also bear all costs associated with visits of I.C.T. personnel to Poland as defined in 7 /a/ and 7/ z/. No fees will be charged for the training specified in 7 /a/ and 7/b/.

3/ PATENTS:

I.C.T. waives its rights under any patent or copyright insofar as the implementation of this agreement is concerned.

I.C.T. gives no ^{indemnity} warranty against infringement of any patent or other rights to third parties arising from use or disposal of software. I.C.T. has no knowledge of the existence of such rights at the date of signing this agreement.

9/ MODIFICATIONS:

Hitronex reserves the right to introduce modifications to the software supplied by I.C.T., for which modifications I.C.T. shall bear no responsibility.

10/ RESTRICTION

Hitronex undertakes not to supply the software or technical documentation to anyone other than users of the Polish computer mentioned in Clause 1/.

11/ CURRENCY:

This agreement commences on the date of signing and is valid initially until 31st December 1970, provided that Hitronex orders simultaneously with the signing of this agreement, two 1900 Systems for Zakład Elektronicznej Techniki Obliczeniowej and Zakład Radiowe im. M. Kasprzaka.

In return for the benefits received under this agreement Metronex will request ICT to submit its offer in respect of every computer to be imported into Poland, and when placing orders will pay due regard to the advantages as to the Polish economy of hardware and software compatibility of I.C.T. and Polish computers which this agreement has created.

This agreement will be extended automatically year by year from 1st January 1971 unless either I.C.T. or Metronex have given notice of termination in writing six months before 31st December, of the year 1970, or of any succeeding year. The termination of the agreement terminates I.C.T.'s responsibilities under this agreement, but does not terminate the right of Metronex to make further use of the software in its condition on the date of termination, and does not affect the rights of Metronex in respect of software contained in any contract with I.C.T. for the purchase of a 1900 system.

12. Arbitration

All disputes arising in connection with the present contract are submitted to the exclusive jurisdiction of a Court of Arbitration in the defendant's country composed of two arbitrators and a chairman. For each dispute each party shall appoint one arbitrator and the two arbitrators shall appoint a chairman. If the party requested to appoint the arbitrator does not appoint an arbitrator within a fortnight from the date of receipt of the request, the arbitrator shall be appointed by the President of the Chamber of Commerce or Chamber of Foreign Trade in the capital of the country where the plaintiff has his seat or residence, in Poland by the President of the Chamber of Foreign Trade in Warsaw.

If a chairman shall not be appointed during the fortnight from the date of appointment of two arbitrators, he will be appointed on the request of one of the parties by the President of the Polish Chamber of Foreign Trade in Warsaw, if the Court of Arbitration is in Poland or by the President of the Chamber of Commerce in London, if the Court of Arbitration is in United Kingdom. The decision of the above Court will be considered as final and subject to voluntary execution by both parties.

For

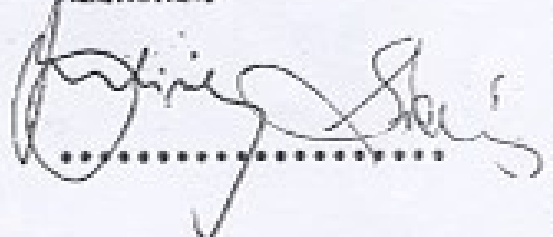
International Computers and
Tabulators Limited.



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Warsaw, the 20 July 1967

For

METRONEX



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accepting as shown above

