LICENSE AGREEMENT

1 Effective as of

WESTERN ELECTRIC COMPANY, INCORPORATED, a New York corporation (hereinafter referred to as "WESTERN"), having an office at 195 Broadway, New York 7, New York,

2 3 United States of America, and

4 5 a Japanese corporation (hereinafter referred to as "LICENSEE"),
5 6 having an office at

agree as follows:

1 If effective date is known, insert it.
2 If Licensee has a U.S. address, delete "United States of America,".
3 Insert Licensee's name - 1 & s caps.
4 2 Licensee's status.
5 Licensee's reference name - 1 & s caps.
6 Insert Licensee's address.

2

ARTICLE I

GRANTS OF LICENSES AND IMMUNITIES

SECTION 1. WESTERN grants to GENERAL under WESTERN's patents nonexclusive licenses for:

Carrier current systems;

Voice frequency systems;

Combinations of any or all items specified separately above in this Section 1;

Toroidal coil winding machines; and

Transformers;

as defined in Article VIII hereof (hereinafter referred to as "equipments").

MAR 11 1964

1 If grants and grantbacks are identical, use card 2-3.
2 3 Check Article and Section numbers.
3 If no immunities provisions, delete "And Immunities".
4 Licensee's reference name - 1 & s caps.
5 For royalty-free licenses, insert "royalty-free" after "nonexclusive".
6 Insert "handles" for licensed equipments, alphabetically in 2 groups above and below combination grant.

... licensee ... for special use where only specified patents are licensed to Licensee. (Card 1 of 2 cards)

ARTICLE I

GRANTS OF LICENSES AND IMMUNITIES

SECTION 1. WESTERN grants to ANACONDA under United States Patents No. Re. 24,923, issued January 17, 1961, No. 2,989,943, issued June 27, 1961, and No. 3,021,815, issued February 20, 1962 (hereinafter referred to as "WESTERN's patents"), nonexclusive licenses to make, have made, use, lease and sell

Marking equipments

as defined in Article VI hereof (hereinafter referred to as "equipments"). Such licenses include the right to maintain such equipments.

OCT 29 1962

Check Article numbers.
If U.S. patents are not licensed to Licensee, delete "AND IMMUNITIES".
Licensee's reference name - 1 & s caps.
Insert patent(s) identification.
If only a single patent is licensed, delete the "s" from "patents".
For royalty-free licenses, insert "royalty-free" after "nonexclusive".

Insert "handles" for licensed equipments.
2 If definition is unnecessary, delete "as defined in Article VI hereof".
If no patent claim covers a maintenance part as such, delete the last sentence.
If Red Bloc clause is needed, insert it. See Card 10-2, ~~notes 2 and 3~~.

Question! Is any patent subject to a NASA clause? If so, insert an appropriate clause at an appropriate place in the agreement.

OCT 29 1962
FEB 21 1963
B 20 1964

Combining Grant and Grant-Back of Identical Equipments - For special use in "net" licensing. 2-3

ARTICLE I

GRANTS OF LICENSES AND IMMUNITIES

SECTION 1. WESTERN grants to ROLA under WESTERN's patents, and ROLA grants royalty-free to WESTERN and to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation (hereinafter referred to as "AMERICAN"), severally, under ROLA's patents, nonexclusive licenses for:

(1) Dry contact relay-switches

(2) Wetted contact relay-switches

as defined in Article VIII hereof (hereinafter referred to as "equipments").

AUG 11 1961

Substitute this card for Cards 2-1 and 3-1, and renumber the following sections of Article I on the Table of Contents sheet.
Check Article numbers.
If foreign immunity is not involved, delete "And Immunities".
Licensee's reference name - 1 & s caps.
If all licenses to Licensee are royalty-free, transfer "royalty-free" from the 2nd line to the 5th line after "nonexclusive".
Insert "handles" for licensed equipments.

Grant to Western - For general use in bilateral licensing. 3-1

2 SECTION 2. GENERAL grants to WESTERN and to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation (hereinafter referred to as "AMERICAN"), severally, under GENERAL's patents nonexclusive royalty-free licenses for:

Carrier current systems;

Voice frequency systems;

Combinations of any or all items specified separately above in this Section 2;

Semiconductive apparatus; and

Thin film devices;

as defined in Article VIII hereof (hereinafter referred to as "equipments").

MAR 1 1 1964

1 2 Licensee's reference name - 1 & s caps.
2 2 If American previously mentioned, use only reference name.
3 Insert "handles" for licensed equipments, alphabetically in 2 groups above and below combination grant.
4 2 Check Article and Section numbers.

Immunity to Licensee - For general use in licensing involving U.S. patents - Not needed in royalty-free licenses under world-wide patents.

4-1
(Card 1 of 2 cards)

SECTION 2. Notwithstanding the royalty provisions of this agreement, WESTERN grants under all patents issued in countries other than the United States and owned or controlled by AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation (hereinafter referred to as "AMERICAN"), WESTERN or their subsidiaries, royalty-free immunity relating to the sale, lease or use in such other countries of equipments specified in Section 1 of this Article I, and maintenance parts therefor, manufactured under the licenses granted herein under WESTERN's patents issued in the United States; provided, however, that nothing in this Section 2 shall relieve LICENSEE of its obligation to pay any royalty which may be predicated upon such manufacture, whether or not such royalty may be measured hereunder by net selling price or fair market value for a sale, lease or use occurring outside of the United States.

[2] If licenses (i) involve only U.S. patents, or (ii) are royalty-free but less than world-wide, delete the "notwithstanding" and "provided" clauses.

mmunity to Licensee - Continued

(Card 2 of 2 cards)

3 (i) If American previously mentioned, use only reference name.
(ii) If (i) not applicable and American not mentioned again, delete reference name.
3 Check Section and Article numbers.
If maintenance parts not involved, delete reference to them.
If only one patent involved, delete the "s" from "patents" and insert a period after that word and delete rest of sentence.
2 Licensee's reference name - 1 & s caps.
If Licensee is an individual, change "its" to "his".

OCT 29 1962

For General Use

SECTION 4. All licenses herein granted shall commence on the effective date hereof and, except as provided in Article V hereof, shall continue for the entire terms that the respective patents under which they are granted are in force, or for that part of such terms for which the grantor has the right to grant such licenses.

cial Use in Unilateral Licensing of Specified Patents

SECTION 3. All licenses herein granted shall commence on the effective date hereof and, except as provided in Article IV hereof, shall continue for the entire unexpired term that WESTERN's patent is in force.

NOV 1 1962

8/3/64

Article number.
lateral licensing, change "the grantor" to "Western" (1 & s caps).
lurality of patents is licensed, add an "s" to "term" and
t" and change "is" to "are", and insert "respective"
of "unexpired".

NOV 1 1962

Closed Net

SECTION 5. As used in this agreement, the term "five year period" means the period commencing on the effective date of this agreement and having a duration of five years.

Open Net

SECTION 4. The initial period of this agreement (hereinafter referred to as the "initial period") shall commence on the effective date hereof and, except as provided in Section 6 of Article IV hereof, shall continue until terminated by not less than one (1) year's written notice from either party to the other, given at any time after four (4) years from the effective date hereof.

1 2

1 2 In unilateral royalty-free agreements, delete the "except" clause.
2 Check Section and Article numbers.

JUL 21 1960

SECTION 6. "WESTERN's patents" means all patents issued at any time in any or all countries of the world for (a) inventions made prior to the termination of the five year period and owned or controlled at any time during the five year period by AMERICAN, WESTERN or any of their subsidiaries, (b) inventions made during the five year period and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and (c) any other inventions made prior to the termination of the five year period, with respect to which and to the extent to which any such company shall at any time during the five year period have the right to grant the licenses and rights which are herein granted by WESTERN; provided, however, that said patents do not include those issued for inventions made by employees of any subsidiary of WESTERN or AMERICAN exclusively engaged in the performance of contracts with the Atomic Energy Commission of the United States of America.

~~If U.S. patents are not involved in the agreement, insert, before "issued", the words "(other than design patents)".~~

Use appropriate "countries" clause.

NOV 1 1962

3 6 For "open net" agreements, change "five year" to "initial".
4 If American has not been mentioned previously, insert full name, status as N.Y. corporation and reference clause (l & s caps).

ing with a corporate licensee.

8-1

NOV 1 1962

SECTION 6. "SERVO's patents" means all patents issued at any time in any or all countries of the world for (a) inventions made prior to the termination of the five year period and owned or controlled at any time during the five year period by SERVO or any of its subsidiaries, (b) inventions made during the five year period and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and (c) any other inventions made prior to the termination of the five year period, with respect to which and to the extent to which any such company shall at any time during the five year period have the right to grant the licenses and rights which are herein granted by SERVO.

ee's reference name - l & s caps.
inition of "Western's patents" excludes design patents, then
rly exclude them here.
propriate "countries" clause.
pen net" agreements, change "five year" to "initial".
ensee has a parent or other "associated" company: (i) change
liaries" to "associated companies"; (ii) add to the agreement
ent by the associated company.

licensing with a corporate licensee.

2 SECTION 6. "SERVO's patents" means all patents issued at any time in any or all countries of the world for (a) inventions made prior to the termination of the five year period and owned or controlled at any time during the five
4 5 year period by SERVO or any of its subsidiaries, (b) inventions made during the five year period and in the course of their employment by employees of any such company who are employed to do research, development or other inventive work, and (c) any other inventions made prior to the termination of the five year period, with respect to which and to the extent to which any such company shall at any time during the five year period have the right to grant the licenses and rights which are herein granted by SERVO.

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3 Licensee's reference name - l & s caps.
If definition of "Western's patents" excludes design patents, then similarly exclude them here.
6 Use appropriate "countries" clause.
For "open net" agreements, change "five year" to "initial".
If Licensee has a parent or other "associated" company: (i) change "subsidiaries" to "associated companies"; (ii) add to the agreement an assent by the associated company.

Licensee's Patents - For special use in bilateral "net" licensing with a non-corporate licensee.

NOV 1 1962
FEB 27 1959

SECTION 8. "GLASTRON's patents" means all patents issued at any time in the United States for (a) inventions made prior to the termination of the five year period and owned or controlled at any time during the five year period by GLASTRON, (b) inventions made during the five year period and in the course of their employment by employees of GLASTRON who are employed to do research, development or other inventive work, and (c) any other inventions made prior to the termination of the five year period, with respect to which and to the extent to which GLASTRON shall at any time during the five year period have the right to grant the licenses and rights which are herein granted by GLASTRON.

1 Licensee's reference name - l & s caps.
2 If definition of "Western's patents" excludes design patents, then similarly exclude them here.
3 Use appropriate "countries" clause.
4 For "open net" agreements, change "five year" to "initial".

FEB 18 1963

1 2 6 SECTION 8. The licenses granted in Sections 1 and 2
1 of this Article I for the equipments therein specified
are licenses to make, have made, use, lease and sell such
3 equipments. Such licenses include the rights to maintain
3 such equipments, to practice methods and processes in-
volved in the use of such equipments and to make and have
made, to use and have used, and to maintain machines,
tools, instrumentalities and materials, and to use and have
used methods and processes, insofar as such machines,
tools, instrumentalities, materials, methods and processes
are involved in or incidental to the development, manu-
facture, installation, testing or repair of such equipments.
Such licenses do not extend

(i) to any combination of any two or more of such
4 equipments (other than combinations for which li-
4 censes are expressly granted in this agreement),
or

(ii) to any combination comprising one or more of such equipments and any other instrumentality,

under any patent of the grantor of said licenses which is applicable to such combination otherwise than solely by being applicable to one or more of such equipments separately.

April 1965 FEB 10 1962

2 Check Section and Article numbers.
2 In unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee, scope clause should be referenced to apply only to the "net" licensing to Western.
2 If maintenance parts are not involved, delete "to maintain such equipments,".
2 If licenses for combinations are not expressly granted in the agreement (such licenses can be granted by express mention of combinations in either Article I or the technical definitions or both), delete the parenthetical phrase in (i).
In unilateral agreement, change "the grantor of said licenses" to "Western" (1 & s caps).
2 ~~If Licensee is a foreigner: (i) insert "(a)" as a paragraph~~

1 2 SECTION 9. (a) The grant of each license hereunder
3 to LICENSEE includes the right to grant sublicenses within
1 the scope of such license to its subsidiaries. The grant
of each license hereunder to WESTERN or AMERICAN in-
cludes the right to grant sublicenses within the scope of
such license to its associated companies. Such right of
either party or AMERICAN may be exercised at any time
4 prior to termination or cancellation of the corresponding
5 license under the provisions of Article V hereof. Any
1 such sublicenses granted to any present subsidiary or
any present associated company may be made effective,
retroactively, as of the effective date hereof, and any such
1 sublicenses granted to any future subsidiary or any future
associated company may be made effective, retroactively,
1 as of the date such company became a subsidiary or an
associated company.

NOV 2 1962

1 5 If Licensee is the top company: (i) delete the first sentence; (ii) change "Western" to "either party hereto"; (iii) delete all references to subsidiaries.

2 If subjection is not involved, delete the subparagraph designation "(a)".

3 Licensee's reference name - 1 & s caps.

'Sublicensing - continued

4 If U.S. licenses are not granted to Licensee, delete "or cancellation".
5 Check Article number.

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SECTION 4. The grant of each license hereunder to
1 TRANSPORT includes the right to grant sublicenses within the
scope of such license to its subsidiaries. Such right may
2 be exercised at any time prior to termination or cancella-
2 tion of the corresponding license under the provisions of
3 Article IV hereof.

1 Licensee's reference name - 1 & s caps.
2 If U.S. patents are not involved, delete "or cancellation".
3 Check Article number.

SECTION 9. The grant of each license hereunder to WESTERN or AMERICAN includes the right to grant sublicenses within the scope of such license to its associated companies. Such right of WESTERN or AMERICAN may be exercised at any time prior to termination or cancellation of the corresponding license under the provisions of Article V hereof. Any such sublicenses granted to any present associated company may be made effective, retroactively, as of the effective date hereof, and any such sublicenses granted to any future associated company may be made effective, retroactively, as of the date such company became an associated company.

MAY 17 1961

1 If subjection is involved, in the first sentence add the subparagraph designation "(a)" after "9.".

2 If only specified patents are licensed to Licensee, the grant-back to Western will probably be irrevocable, but may be subject to self-cancellation by Western or American (as, for example, where U.S. patents are involved in both the licensing to Licensee and the grant-back to Western). In such case, either: (i) insert a period after "time" and delete the rest of that sentence; or (ii) merely delete "termination or".

3 Check Article number.

JAN 20 1960

(b) If within one (1) year from the date of execution hereof THE BELL TELEPHONE COMPANY OF CANADA, a Canadian corporation (hereinafter referred to as "BELL OF CANADA"), executes and delivers to AMERICAN an instrument by which BELL OF CANADA effectively subjects to this agreement, as of the effective date hereof, its patents and those of its subsidiaries, issued at any time in any or all countries of the world other than the United States for inventions made prior to the termination of the five year period, with respect to which and to the extent to which it or any of its subsidiaries shall at any time during the five year period have the right to grant licenses and rights of the same character ~~and scope as are herein granted by~~ and scope as are herein granted by WESTERN, and grants under said patents releases of the character provided in Section 4 of Article II hereof, then

JAN 20 1960

(i) LESA shall have, as of the effective date hereof, under said patents of BELL OF CANADA and its subsidiaries, licenses and rights of the same character, scope and duration, and for the same equipments, as those herein granted to LESA by WESTERN;

(ii) said patents of BELL OF CANADA and its subsidiaries shall be deemed to be included in WESTERN's patents for the purposes of applying the term "apparatus subject to royalty" as defined in Section 3 (a) of Article III of this agreement; and

(iii) subject to the provisions of paragraph (c) of this Section 9, BELL OF CANADA and its associated companies shall be deemed to be present associated companies of AMERICAN, except for the purpose of releases granted in Section 5 of Article II hereof under SIEMENS & HALSKE's patents issued in the United States.

JAN 20 1960

(i) LESA shall have, as of the effective date hereof, under said patents of BELL OF CANADA and its subsidiaries, licenses and rights of the same character, scope and duration, and for the same equipments, as those herein granted to LESA by WESTERN;

(ii) said patents of BELL OF CANADA and its subsidiaries shall be deemed to be included in WESTERN's patents for the purposes of applying the term "apparatus subject to royalty" as defined in Section 3 (a) of Article III of this agreement; and

(iii) subject to the provisions of paragraph (c) of this Section 9, BELL OF CANADA and its associated companies shall be deemed to be present associated companies of AMERICAN, except for the purpose of releases granted in Section 5 of Article II hereof under SIEMENS & HALSKE's patents issued in the United States.

5 WESTERN shall promptly notify LESA in writing of the execution and delivery of any such instrument by BELL OF CANADA.

7 (c) No right is granted hereunder to AMERICAN to grant sublicenses to BELL OF CANADA or any of its associated companies under LESA's patents issued in the United States.
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JAN 20 1960

1 If full name of Bell of Canada previously given, use only reference name here.
2 2 Use appropriate countries phrase.
3 2 If releases are not involved, delete references to them.
4 5 Check Section and Article numbers and paragraph letters.
5 5 Licensee's reference name - l & s caps.
6 3 If all licenses to Licensee are royalty-free, delete all of subdivision (ii), and add "and" to subdivision (i), and change "(iii)" to "(ii)".
7 2 If subjection without a grant-back of U.S. licenses is involved, delete the "subject to" phrase, and delete all of paragraph (c).
8 If the release to Licensee is for a money payment, insert "(but free of payment)" after "character".

Sublicensing Bell of Canada - For special use in bilateral licensing where only U.S. patents or only specified patents are licensed to Licensee, but the grantback to Western is "net" licensing involving patents of other countries with or without U.S. patents - In such an agreement there is no subjection, and Bell of Canada is not called an "associated company". 12-2 (Card 1 of 2 Cards)

SECTION 9. Under MONTECATINI'S patents issued in Canada, the grant of each license hereunder to AMERICAN includes the right to grant sublicenses within the scope of such license to THE BELL TELEPHONE COMPANY OF CANADA, a Canadian corporation (hereinafter referred to as "BELL OF CANADA"), and its associated companies. Such right of AMERICAN may be exercised at any time prior to termination of the corresponding license under the provisions of Article VI hereof. Any such sublicenses granted to BELL OF CANADA or any of its present associated companies may be made effective, retroactively, as of the effective date hereof, and any such sublicenses granted to any future associated company of BELL OF CANADA may be made effective, retroactively, as of the date such associated company became an associated company.

1 Licensee's reference name - 1 & s caps.
2 Use appropriate "countries" phrase.
3 If full name of Bell of Canada previously given, use only reference name here.
4 If the licenses to American are not terminable, insert a period after "time" and delete the rest of the sentence.
5 Check Article number.

JAN 20 1960

Acquisition - For general use in bilateral "net" licensing with a corporate licensee.*

DEC 13 1962

ARTICLE II

1 ACQUISITION, WARRANTY, CONDITIONAL GRANT AND RELEASE

2 SECTION 1. WESTERN and GENERAL shall each acquire rights to inventions made during the five year period which relate to the subject matter of licenses granted hereunder and are made, in the course of their employment, by its 3 or its subsidiaries' employees (and in the case of WESTERN's obligation, by employees of AMERICAN or its subsidiaries) who are employed to do research, development or other inventive work, such that each grantee hereunder shall, by virtue of this agreement, receive in respect of patents issued for such inventions, licenses and rights hereunder of the scope and upon the terms herein provided to be granted to such grantee.

1 Check title of Article.
2 Licensee's reference name - 1 & s caps.
3 If Licensee has a parent or other "associated company", change "subsidiaries'" to "associated companies'".

* For unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee, use card 15-2.
* If Licensee is a non-corporation, use Card 15-2.

ARTICLE II

Acquisition, Warranty And Conditional Grant

Section 1. Western shall acquire rights to inventions made during the five year period which relate to the subject matter of licenses granted hereunder and are made, in the course of their employment, by its or American's or their subsidiaries' employees who are employed to do research, development or other inventive work, such that Licensee shall, by virtue of this agreement, receive in respect of patents issued for such inventions, licenses and rights hereunder of the scope and upon the terms herein provided to be granted to Licensee. Licensee shall acquire rights to inventions made during the five year period which relate to the subject matter of licenses granted hereunder and are made, in the course of their employment, by its or its associated companies' employees who are employed to do research, development or other inventive work, such that Western and American shall, by virtue of this agreement, receive in respect of patents issued for such inventions, licenses and rights hereunder of the scope and upon the terms herein provided to be granted to

Check Article number.
Check title of Article.
2 In unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee: (i) the entire first sentence should be deleted; and (ii) if Licensee is the top company,
3 change "associated companies'" to "subsidiaries'".
Licensee's reference name - 1 & s caps.
If Licensee is a non-corporation, delete "or its associated companies'".
If 5, above, is applicable, and if Licensee is an individual, change the first "its" to "his".

JUL 21 1960

Warranty clause - For general use in bilateral "net" licensing with a corporate licensee.

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SECTION 2. WESTERN and, except as may be stated in a letter from LICENSEE to WESTERN referring to this agreement and delivered before or concurrently with the execution hereof, LICENSEE each warrants that there are no commitments or restrictions which will limit the licenses and rights granted by it in this agreement under patents issued at any time for inventions owned at any time during the five year period by it or any of its associated companies (and in the case of WESTERN's warranty, by AMERICAN or any of its subsidiaries).

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1 4 If the "except" clause is not applicable, delete it.
2 2 Licensee's reference name - 1 & s caps.
3 2 If Licensee is the top company, change "associated companies" to "subsidiaries".
4 4 In unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee: (i) delete "Western and,"; (ii) delete "each"; (iii) delete the entire parenthetical clause and insert a period after "companies".

Warranty clause - For special use in bilateral "net" licensing with a non-corporate licensee. 16-

3

SECTION 2. WESTERN warrants that there are no commitments or restrictions which will limit the licenses and rights granted by it in this agreement under patents issued at any time for inventions owned at any time during the five year period by it or AMERICAN or any of their ~~respective~~ subsidiaries. GLASTRON warrants that there are no commitments or restrictions which will limit the licenses and rights granted by it in this agreement under patents issued at any time for inventions owned at any time during the five year period by it.

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NOV 2 1962

1 Licensee's reference name - 1 & s caps.
2 If Licensee is an individual, change "it" to "him".
3 In unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee, delete the first sentence.
4 If the "except" clause is applicable, insert it. See card 16-1.

Conditional Grant - For general use in bilateral "net" licensing with a corporate licensee involving subjection. 17-1

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SECTION 3. Licenses and rights, the grant of which hereunder by any grantor, or the exercise of which hereunder by any grantee or by its sublicensees hereunder, would make such grantor or any of its associated companies liable to others other than its associated companies and its or their employees referred to in Section 1 of this Article II for royalties or other payments, shall be granted hereunder to such grantee only upon such grantee's agreement in writing to pay a reasonable royalty (but in no event in excess of such liability) for such grant. For the purposes of this Section 3, AMERICAN, WESTERN and their respective associated companies shall be deemed to be associated companies of one another, BELL OF CANADA and its subsidiaries shall be deemed to be associated companies of one another, and LICENSEE and its associated companies shall be deemed to be associated companies of one another.

The foregoing provisions of this Section 3 shall not apply to licenses and rights herein granted under WESTERN's patents issued in the United States prior to January 24, 1956.

1 4 Check Article and Section numbers.
2 Licensee's reference name - 1 & s caps
3 If Licensee has no parent or other associated company, change "associated companies" to "subsidiaries".
4 If Western's U.S. patents are not involved, delete the second paragraph

with a non-corporate licensee involving subjection. (Card 1 of 2 cards)

SECTION 3. Licenses and rights, the grant of which hereunder by LICENSEE, or the exercise of which hereunder by WESTERN or AMERICAN or by any of their sublicensees hereunder, would make LICENSEE liable to others than its employees referred to in Section 1 of this Article II for royalties or other payments, shall be granted hereunder to WESTERN or AMERICAN only upon such grantee's agreement in writing to pay a reasonable royalty (but in no event in excess of such liability) for such grant. Licenses and rights, the grant of which hereunder by WESTERN or BELL OF CANADA, or the exercise of which hereunder by LICENSEE, would make WESTERN or BELL OF CANADA or any of their respective associated companies liable to others than its associated companies and its or their employees referred to in Section 1 of this Article II for royalties or other payments, shall be granted hereunder to LICENSEE only upon LICENSEE's agreement in writing to pay a reasonable royalty (but in no event in excess of such liability) for such grant. For the purposes of this Section 3, AMERICAN, WESTERN and their respective associated companies shall be deemed to be associated companies of one another, and BELL OF CANADA and its subsidiaries shall be deemed to be associated companies of one another.

3 4 The foregoing provisions of this Section 3 shall not apply to licenses and rights herein granted under WESTERN's patents issued in the United States prior to January 24, 1956.

JAN 25 1960

1 6 Licensee's reference name - 1 & s caps.
2 If Licensee is an individual, change "its" to "his".
3 6 Check Section and Article numbers.
4 If Western's U.S. patents are not involved, delete the second paragraph.

MAR 1 1 1964

ARTICLE III

Royalty

SECTION 1. (a) GENERAL shall pay to WESTERN royalty, at the applicable rate hereinafter specified in this Section 1, on each equipment, and maintenance part therefor, which is apparatus subject to royalty (as ~~herein~~ defined in section 2 (a) of this Article III),

(i) which is sold, leased or put into use by GENERAL or any of its subsidiaries while any license acquired hereunder by GENERAL with respect to such apparatus shall remain in force, or

(ii) which is made by or for GENERAL or any of its subsidiaries while any such license shall remain in force and is thereafter sold, leased or put into use by GENERAL or any of its subsidiaries,

such royalty rate to be applied, except as provided in paragraph (c) of Section 3 of this Article III, to the net selling price of such apparatus if sold for a separate

MAR 1 1 1964

consideration payable wholly in money and in all other cases to the fair market value thereof; provided, however, that licenses under WESTERN's patents issued in the United States prior to January 24, 1956 shall be royalty-free. The royalty rates applicable to equipments licensed by Section 1 of Article I hereof are as follows:

Equipments	*Applicable Royalty Rates*
Data processing systems	1%
*Testing and measuring equipments	2%
Combinations of any or all items specified separately above in this Section (1)—$(a)	Weighted Average
Power regulators	2%

provided, however, that the royalty rate shall be one per cent (1%) with respect to sales, direct or indirect, to the Department of Defense of the United States Government of equipments marked with an asterisk (*) in the above tabulation which are apparatus subject to royalty solely on account of any of WESTERN's patents issued in the United States.

10 (b) The term "weighted average" means the royalty rate determined by dividing the sum of the royalties computed on the fair market values of those equipments of a combination on which royalty rates are specified, treating each equipment as if it were subject to royalty at the rate specified therefor herein, by the aggregate of the fair market values of such equipments.

3 5 (c) Any maintenance part which is apparatus subject to royalty hereunder shall bear royalty at the same rate as the equipment in which it is to be used.

11 (d) If an equipment is apparatus subject to royalty solely on account of one or a limited number of WESTERN's
2 13 patents issued in the United States, AEI may elect to reduce the amount of royalty otherwise payable hereunder on said equipment by a royalty reduction percentage, and as of an effective date, established by WESTERN. Upon
2 written request from AEI identifying the equipment and
2 each relevant patent, WESTERN will inform AEI of the royalty reduction percentage applicable in respect of said equipment and patent or patents and the effective date thereof.

6 Check Article and Section numbers and paragraph letters.
8 Licensee's reference name - 1 & s caps

35 If only one royalty rate is involved: (i) delete the paragraph designation "(a)"; (ii) change ",at the applicable rate hereinafter specified in this Section 1," to "at the rate of per cent (%)"; (iii) delete "The royalty rates applicable etc." sentence and the remainder of paragraph (a); (iv) delete separate paragraph re royalty on maintenance part.

+ If Note 3 is applicable, and if a government royalty rate is applicable, insert a government royalty clause here, or elsewhere as appropriate. Choose a clause from Card 20-2.

52 If maintenance parts not involved: (i) delete reference to them; (ii) delete separate paragraph re royalty on maintenance part; (iii) if this section ends up with no separate paragraphs, go back and delete the paragraph designation "(a)" at the beginning of the section.

54 If Licensee is not a corporation, delete references to subsidiaries.

73 If only U.S. patents are licensed to Licensee: (i) add an "s" to "paragraph"; (ii) insert "and (d)" after "(c)"; (iii) delete "in the United States".

34 If Western's pre-decree U.S. patents are not involved: (i) change the semicolon to a period after "thereof"; (ii) delete the "provided" clause.

9 If multiple area royalty rates are involved, see Card 74-1 for (i) additional column headings, (ii) variations in language of the government royalty clause and use of asterisks, and (iii) higher multiple rate clause.

NOV 27 1962

FEB 1 1963

10 2 If combinations not licensed, delete the "combination" and
3 "weighted average" clauses.
11 If Western's U.S. patents not involved, do not use: (i) the government royalty clause or asterisks in the tabulation; (ii) forward commitment clause
12 For alternate versions of government royalty clause, see Card 20-2.
13 5 If only U.S. patents are licensed to Licensee: (i) delete "those of the"; (ii) insert a period after "tabulation"; (iii) delete the remainder of the clause; (iv) in forward commitment clause, delete "issued in the United States".

3/23/67

Only U.S. Patents Licensed - Royalty rate mentioned at beginning of Section

SECTION 1. BOONTON shall pay to WESTERN royalty, at the rate of two and one-tenth per cent (2.1%) (except that the royalty rate shall be seven-tenths of one per cent (.7%) with respect to sales, direct or indirect, to the Department of Defense of the United States Government), on each equipment which is apparatus subject to royalty (as ~~herein~~ defined ~~for~~ in section 2 (a) of this Article II), and maintenance part therefor,

MAR 11 1964
3/23/67

U.S. And Other Patents Licensed - Royalty rate mentioned at beginning of Section and Government royalty rate applicable to all equipments

nd in all other cases to the fair market value thereof; provided, however, hat the royalty rate shall be one per cent (1%) with respect to sales, irect or indirect, to the Department of Defense of the United States overnment of equipments which are apparatus subject to royalty solely on ccount of any of WESTERN's patents issued in the United States; and rovided, further, that licenses under WESTERN's patents issued in the nited States prior to January 24, 1956 shall be royalty-free.

MAR 1 1 1964

consideration payable wholly in money and in all other cases to the fair market value thereof; provided, however, that licenses under WESTERN's patents issued in the United States prior to January 24, 1956 shall be royalty-free. The royalty rates applicable to equipments licensed by Section 1 of Article I hereof are as follows:

Equipments	*Applicable Royalty Rates*
Data processing systems	1%
*Testing and measuring equipments	2%
Combinations of any or all items specified separately above in this Section 1(a)	Weighted Average
Power regulators	2%

provided, however, that the royalty rate shall be one per cent (1%) with respect to sales, direct or indirect, to the Department of Defense of the United States Government of equipments marked with an asterisk (*) in the above tabulation which are apparatus subject to royalty solely on account of any of WESTERN's patents issued in the United States.

10 (b) The term "weighted average" means the royalty rate determined by dividing the sum of the royalties computed on the fair market values of those equipments of a combination on which royalty rates are specified, treating each equipment as if it were subject to royalty at the rate specified therefor herein, by the aggregate of the fair market values of such equipments.

3 5 (c) Any maintenance part which is apparatus subject to royalty hereunder shall bear royalty at the same rate as the equipment in which it is to be used.

11 (d) If an equipment is apparatus subject to royalty solely on account of one or a limited number of WESTERN's
2 13 patents issued in the United States, AEI may elect to reduce the amount of royalty otherwise payable hereunder on said equipment by a royalty reduction percentage, and as of an effective date, established by WESTERN. Upon
2 written request from AEI identifying the equipment and
2 each relevant patent, WESTERN will inform AEI of the royalty reduction percentage applicable in respect of said equipment and patent or patents and the effective date thereof.

MAR 2 3 1967

16 Check Article and Section numbers and paragraph letters.
28 Licensee's reference name - 1 & s caps.

3[5] If only one royalty rate is involved: (i) delete the paragraph designation "(a)"; (ii) change ",at the applicable rate hereinafter specified in this Section 1," to "at the rate of per cent (%)"; (iii) delete "The royalty rates applicable etc." sentence and the remainder of paragraph (a); (iv) delete separate paragraph re royalty on maintenance part.

+ If Note 3 is applicable, and if a government royalty rate is applicable, insert a government royalty clause here, or elsewhere as appropriate. Choose a clause from Card 20-2.

5[2] If maintenance parts not involved: (i) delete reference to them; (ii) delete separate paragraph re royalty on maintenance part; (iii) if this section ends up with no separate paragraphs, go back and delete the paragraph designation "(a)" at the beginning of the section.

6[4] If Licensee is not a corporation, delete references to subsidiaries.

7[3] If only U.S. patents are licensed to Licensee: (i) add an "s" to "paragraph"; (ii) insert "and (d)" after "(c)"; (iii) delete "in the United States".

3[4] If Western's pre-decree U.S. patents are not involved: (i) change the semicolon to a period after "thereof"; (ii) delete the "provided" clause.

9 If multiple area royalty rates are involved, see Card 74-1 for (i) additional column headings, (ii) variations in language of the government royalty clause and use of asterisks, and (iii) higher multiple rate clause.

NOV 2 7 1962

FEB 1 8 1963

10 2 If combinations not licensed, delete the "combination" and
3 "weighted average" clauses.
11 If Western's U.S. patents not involved, do not use the government
royalty clause or asterisks in the tabulation; (ii) forward commitment clause
12 For alternate versions of government royalty clause, see Card 20-2.
13 5 If only U.S. patents are licensed to Licensee: (i) delete "those
of the"; (ii) insert a period after "tabulation"; (iii) delete the
remainder of the clause; (iv) in forward commitment clause,
delete "issued in the United States".

MAR 2 - 3/23/67

~~subject to royalty for general use.~~ ~~not licensing~~

SECTION 2. (a) The term "apparatus subject to royalty" means any equipment of the kinds specified in Section 1 of Article I hereof, and any maintenance part therefor, which upon manufacture includes, or the manufacture of which employs, any invention of any of WESTERN's patents in force at the time and in the country of such manufacture, or which includes when sold, leased or put into use, or the use of which employs when put into use, any invention of any of WESTERN's patents in force at the time and in the country of such sale, lease or putting into use, other than

(i) patents under which a royalty-free license or immunity for such equipment or maintenance part has been acquired under this agreement, or

(ii) inventions under which the United States Government holds a royalty-free license if such equipment or maintenance part is contracted for, directly or indirectly, by the United States Government, or by another national government with funds derived through the Military Assistance Program or otherwise through the United States Government.

NOV 2 1962
7/3/68
FEB 20 1964

5 7 7 Upon written request from LICENSEE, WESTERN shall inform LICENSEE which of WESTERN's patents cover inventions under which the United States Government holds a royalty-free license.

1 If only one equipment is licensed to Licensee, delete the "s" from "kinds".
2 Check Section and Article numbers.
3 4 If maintenance parts are not involved, delete references to them.
4 2 If Licensee is licensed under the patents of only one country, change "in the country" to "place".
5 5 If Licensee is not licensed under U.S. patents: (a) substitute a "(" for the "," after "use"; (b) delete all of clause (i); (c) delete the clause designation "(ii)" and flag the printer not to indent the content of that clause; (d) insert a ")" after "Government"; and (e) flag the printer to continue on with the next sentence.
6 2 If Licensee is licensed only under U.S. patents, delete "or immunity".
7 2 Licensee's reference name - l & s caps.
8 If l's are only under spcfd ptnts invlvng only process claims used in mfg the equipment, (i) delete "which upon manufacture includes, or"; (ii) delete comma after "employs"; (iii) delete everything from "or which includes" down to, but not including, "other than".
9 If only one patent is licensed: (i) delete "any of"; (ii) change "patents" to "patent if such patent is".

FEB 18 1963 NOV 27 1962
FEB 20 1964

Apparatus Subject to Royalty - For special use if Licensee is licensed only under specified patents involving only apparatus claims. 21-2 (Card 1 of 2 cards)

Single Patent

SECTION 2. (a) The term "apparatus subject to royalty" means any equipment of the kind specified in Section 1 of Article I hereof, and any maintenance part therefor, which includes any invention of WESTERN's patent if such patent is in force at the time and place of the manufacture, sale, lease or putting into use of such equipment or maintenance part.

Plurality of Patents

SECTION 2. (a) The term "apparatus subject to royalty" means any equipment of the kind specified in Section 1 of Article I hereof, which includes any invention of any of WESTERN's patents in force at the time and place of the manufacture, sale, lease or putting into use of such equipment.

FEB 18 1963 DEC 3 1962

1 If more than equipment is licensed to Licensee, add an "s" to "kind".
2 Check Section and Article numbers.

2. Are maintenance part references appropriate? Delete or insert accordingly.
4 If Western's patent has only a single claim, change "any" to "the".
5 If only two specified patents are licensed, change "any" to "either".
6 If the patents of two or more countries are involved, change "place" to "in the country".
7 If both U.S. and foreign patents are involved, add an appropriate immunity exception or proviso.
8 If the U.S. Government has a royalty-free license under any of the patents involved, add an appropriate "Military Assistance Program" clause.
9 Is any of the patents subject to a NASA clause? If so, insert an appropriate clause at an appropriate place in the agreement.

FEB 18 1963 DEC 3 1962

have made - for general use.

(Card 1 of 2 cards)

JUN 18 1968

(b) An equipment, or maintenance part therefor, which is made and sold by LICENSEE or any of its subsidiaries and which is apparatus subject to royalty hereunder on account of one or more of WESTERN's patents, may be treated by LICENSEE as not licensed and not subject to royalty hereunder if all of the following conditions are met:

(i) the purchaser is licensed under the same patent or patents, pursuant to another agreement, to have said equipment or maintenance part made;

(ii) the purchaser expressly advises ~~said~~ the vendor in writing that, in purchasing said equipment or maintenance part, it is exercising its own license or licenses under said patent or patents to have said equipment or maintenance part made; and

(iii) ~~said~~ the vendor retains such written advice and makes it available to WESTERN at the latter's request.

If maintenance parts not involved, delete references to them.
Licensee's reference name - 1 & s caps.

3 3 If Licensee is a non-corporation: (i) delete reference to subsidiaries; (ii) change "said vendor" to "Licensee" (l & s caps) in two places.

4 4 If only one specified patent is licensed to Licensee: (i) delete "one or more of"; (ii) in the same line, delete the s from "patents"; (iii) delete "or patents" in two places; (iv) delete "or licensees" in the same line as the last "or patents".

5 If only 2 specified patents are licensed to Licensee, change "more" to "both".

NOV 27 1962

(b) Only one royalty shall be payable hereunder in respect of any apparatus subject to royalty. Royalty shall accrue hereunder on any equipment, or maintenance part therefor, upon its first becoming apparatus subject to royalty, and the royalty on such equipment or part shall become payable in accordance with the provisions of this Article III upon the first sale, lease or putting into use thereof.

If maintenance parts not involved, delete references to them.
Check Article number.

NOV 27 1962

(b) Only one royalty shall be payable hereunder in respect of any apparatus subject to royalty. Royalty shall accrue hereunder on any equipment, or maintenance part therefor, upon its first becoming apparatus subject to royalty, and the royalty on such equipment or part shall become payable in accordance with the provisions of this Article III upon the first sale, lease or putting into use thereof.

If maintenance parts not involved, delete references to them. Check Article number.

JUN 18 1968
DEC 3 1962

(c) The term "net selling price", as applied to apparatus subject to royalty, means the gross selling price thereof in the form in which it is sold, whether assembled or disassembled, less the following items but only insofar as they pertain to the sale of such apparatus by LICENSEE or any of its subsidiaries and are included in such gross selling price:

(i) usual trade discounts actually allowed (other than cash discounts, advertising allowances, or fees or commissions to any employees of any of the companies described in paragraph (e) of this Section 2);

(ii) packing costs;

(iii) import, export ~~and~~ excise, taxes, and customs duties; and sales

(iv) costs of insurance and transportation from the place of manufacture to the customer's premises or point of installation;

JUN 18 1968

(v) costs of installation at the place of use;

(vi) costs of special engineering services not incident to the design or manufacture of apparatus subject to royalty; and

(vii) costs of any item of the following kinds unless it includes, or its manufacture or use employs, any invention of any of WESTERN's patents (other than patents or inventions excluded from ~~paragraph~~ (a) Section 2 of this Article III with respect to such apparatus subject to royalty) in force at the time and in the country of the manufacture, sale, lease or use of the apparatus subject to royalty:

external

antennas; external primary generators, storage batteries and their controls; distributing frames; and commercial types of inspection and maintenance equipment (such as tools, gauges and meters) not an integral part of apparatus subject to royalty.

Licensee's reference name - l & s caps

et Selling Price - Continued

2 If Licensee is not a corporation: (i) delete reference to subsidiaries;
(ii) change the second "any" to Licensee's reference name - 1 & s caps;
3 and (iii) delete the remainder of the parenthetical clause.
Check paragraph letters and Section numbers.
If U.S. pre-decree patents are not involved, delete "patents or".
4 If the "apparatus subject to royalty clause" contains no exclusions
of patents or inventions, delete the parenthetical clause.
If only a single country's patents are involved, change "in the
country" to "place".
2 If equipment is not an assembly, delete "whether assembled or disassembled,".

eneral Note: Have you considered possible deletions of or in items
(iv) through (vii)?

DEC — 3 1962
JUN 18 1968

Fair Market Value - For general use.

25-1

JUL 21 1960

(d) The term "fair market value", as applied to apparatus subject to royalty, means the net selling price which FUJI or any of its subsidiaries, whichever effects the sale, lease or use subject to royalty, would realize from an unaffiliated buyer in an arm's length sale of identical apparatus in the same quantity and at the same time and place as such sale, lease or use, ~~provided, however, that it shall not be lower than complete cost (less the items referred to in paragraph (c) of this Section 3, to the extent these items are included in such complete cost) plus the usual profit factor. Complete cost shall consist of all properly allocable direct costs and indirect expenses necessary or incidental to the design, manufacture or distribution of such apparatus as determined in accordance with recognized accounting practices.~~

1 Licensee's reference name - 1 & s caps.

2 3 If Licensee is not a corporation: (i) delete "or any of its subsidiaries, whichever effects the sale, lease or use subject to royalty,"; and (ii) change "such sale, lease or use," to "the sale, lease or use subject to royalty,".

~~3 Check paragraph letter and Section number.~~

Corporate Licensee

(e) If any sale of apparatus subject to royalty shall be made by LICENSEE or a subsidiary thereof to

(i) any company of which LICENSEE is a subsidiary at the time of such sale, or

(ii) LICENSEE or a subsidiary thereof or any other subsidiary of a company of which LICENSEE is a subsidiary at the time of such sale,

royalty payable hereunder shall be computed on the fair market value of such apparatus subject to royalty.

Non-Corporate Licensee

(e) Royalty payable hereunder on apparatus subject to royalty shall be computed on the fair market value thereof if sold otherwise than to an unaffiliated buyer in an arm's length sale.

FEB 25 1960

1/25/60

1 4 Licensee's reference name - 1 & s caps.

2 2 If Licensee has a named associated company outside of the parent or subsidiary relationship: (i) insert, after "company", the words "which is an associated company of LICENSEE (reference name - 1 & s caps) or"; and (ii) delete "or a subsidiary thereof".

Patents of More Than One Country Licensed

(d) If LICENSEE or any of its subsidiaries sells or leases any equipment of the kinds specified in Section 1 of Article I hereof, or maintenance part therefor, in any country for export to another country, and either no royalty would be payable with respect to such sale or lease in the former country but royalty would be payable had the sale or lease occurred in the latter country, or less royalty would be payable with respect to such sale or lease in the former country than would be payable had the sale or lease occurred in the latter country, then the latter country shall, for the purposes of this Article III, be deemed the country of the sale or lease.

JUN 18 1968
~~SEP 12 1967~~

Only U.S. Patents Licensed

(d) The royalty rate applicable to any equipment or maintenance part therefor manufactured in the United States and sold, leased or ~~used~~ put into use outside of the United States shall be applied to the fair market value thereof, determined as at the place of manufacture but otherwise in accordance with paragraph (b) of this Section 3.

1 Licensee's reference name - 1 & s caps.
2 If Licensee is not a corporation, delete "or any of its subsidiaries".
3 If only one equipment is licensed to Licensee, change "kinds" to "kind".
4 Check Section and Article numbers and paragraph letter.
5 If the patents of only a small number of specified countries are licensed, certain changes should be made. For example, if only U.S. and Canadian patents are licensed, change "any country" and "another country" respectively to "either the United States or Canada" and "the other country".
6 If maintenance part reference is inappropriate, delete it.
7 If neither U.S. patents nor multiple area royalty rates are involved: (i) delete "either"; (ii) delete "or less royalty would be payable with respect to such sale or lease in the former country than would be payable had the sale or lease occurred in the latter country,".

SEP 12 1967

(e) With respect to any equipment of the kinds specified in Section 1 of Article I hereof, or maintenance part therefor, which is sold in any country by LICENSEE or any of its subsidiaries, no license or right is granted or agreed to be granted hereunder, expressly or impliedly, under WESTERN's patents issued in any other country, to others than LICENSEE and its sublicensees hereunder, for the sale, lease or use of said equipment or part unless and until LICENSEE has paid, or become obligated hereunder to pay, royalty on said equipment or part in an amount not lower than as prescribed in this agreement as applicable to the sale, lease or use of such equipment or part in the latter country, or unless such sale, lease or use would be royalty-free hereunder or Section 3 of Article I would apply.

SEP 12 1967

If only one equipment is licensed to Licensee, change "kinds"
2 to "kind".
Check Section and Article numbers.
5 If references to maintenance parts are inappropriate, delete
2 them.
If the patents of only a small number of specified countries are licensed, certain changes should be made. For example, if only U.S. and Canadian patents are licensed change "any country" and "any other country" respectively to "either the United States
3 or Canada" and "the other of such countries".
3 Licensee's reference name - 1 & s caps.
If Licensee is not a corporation: (i) delete "or any of its
2 subsidiaries"; and (ii) delete "and its sublicensees hereunder".
If neither U.S. patents nor multiple area royalty rates are involved, change "an amount not lower than as" to "the amount".
If U.S. patents are not licensed, then, after "country", change the comma to a period and delete the rest of the paragraph.

SEP 12 1967

SECTION 3. LICENSEE shall keep full, clear and accurate records with respect to apparatus subject to royalty. WESTERN shall have the right through its accredited representatives to examine and audit at all reasonable times all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amount of royalty payable to it under this agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

Licensee's reference name - l & s caps.

DEC 2 1962

SECTION 5. Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period during which this agreement first becomes effective and continuing thereafter until all royalties payable hereunder shall have been reported and paid, LICENSEE shall furnish to WESTERN a statement, in form acceptable to WESTERN, certified by a responsible official of LICENSEE, showing all apparatus subject to royalty which was sold, leased or put into use during such semiannual period, the net selling price of such apparatus or (where royalty is based on fair market value) the fair market value thereof and the amount of royalty payable thereon. If no such apparatus subject to royalty has been so sold, leased or put into use, that fact shall be shown on such statement. If royalty is reduced under provisions of Section 1(b) of this Article III, such statement shall also identify each equipment by its product type and the patent or patents involved in such royalty reduction. Each such statement shall also show, by purchasers and kinds of equipments, the monetary totals of the sales, to each purchaser exercising its own "to have made" license or licenses, of equipments and maintenance parts in transactions of the character described in Section

JUN 19 1968

5 2(b) of this Article III. Each such statement shall also identify transactions of the character described in Section
1 5 3(c) of this Article III. Also within such sixty (60) days
2 LICENSEE shall, irrespective of terms granted or collections made on account of any apparatus subject to royalty, pay to WESTERN the royalties payable hereunder for such semiannual period. Notwithstanding the provisions of Sec-
2 5 tion 3(f) of Article IV hereof, LICENSEE shall furnish whatever additional information WESTERN may reasonably prescribe from time to time to enable WESTERN to ascertain
6 which equipments (and maintenance parts therefor) sold,
2 3 leased or put into use by LICENSEE or any of its subsidiaries are subject to the payment of royalty hereunder to WESTERN, and the amount of royalty payable thereon.

JUN 18 1968

1 2 If Licensee is not domiciled in the U.S., or if prior agreement specified 90 days, consider changing 60 to 90.
2 5 Licensee's reference name - 1 & s caps.
3 2 If Licensee is not a corporation: (i) delete "a responsible official of" if Licensee is an individual, or change "responsible official" to "co-partner" if Licensee is a partnership; and (ii) delete "or any of its subsidiaries".
4 If no U.S. patents are licensed to Licensee, delete the sentence which starts with "If royalty is reduced...".
5 4 Check Section and Article numbers.
5 If the reference to maintenance parts is not appropriate, delete "

AUG 2 1961

SECTION 5. Royalty payments provided for in this agreement shall, when overdue, bear interest at the rate of six per cent (6%) per annum until paid.

1 SECTION 6. Payment to WESTERN under this Article II shall be made in United States dollars at its office above specified or at such changed address as WESTERN shall have specified by written notice.

1 Check Article number.

Interest 31-1

April 15, 1969

MR. Q. W. WIEST

In response to Mr. R. F. Lipscomb's February 13, 1969 memorandum to me, and in accordance with subsequent discussions, this will confirm that approval has been granted for future patent license agreements and technical information agreements to specify 7-1/2% (instead of the present 6%) as the interest to be borne by overdue payments of royalties or fees.

In addition to my approval, the above change has the approval of Mr. W. J. Jones on behalf of the General Solicitor Organization, and Mr. N. S. Ewing on behalf of AT&T. Attached are copies of Mr. Ewing's March 31 and April 11, 1969 approval letters, which also bear on implementing the change.

This will also confirm that you have advised us that you intend the new interest rate to be put into effect for all negotiations commencing, and so far as practicable for all proposed new agreements furnished, on or after today. The patent attorneys in the Patent Contract Counsel Organization will proceed accordingly, and Mr. J. A. Starr will revise and have reprinted the affected pages of the standard forms.

H. S. WERTZ

Copy (w atts) to:
Mr. R. F. Lipscomb
Mr. A. H. Montgomery
Mr. A. Cohen
Mr. S. I. Rosen
Patent Attorneys (Patent Contract Counsel Org.)
Mr. N. S. Ewing, AT&T

5403

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

195 BROADWAY, NEW YORK, N.Y. 10007

212 393-3469

NORVAL S. EWING
GENERAL PATENT ATTORNEY

April 11, 1969

Mr. J. A. Starr, Patent Attorney
Western Electric Company, Incorporated
195 Broadway
New York, New York 10007

Dear Mr. Starr:

This is in further reference to my letter of March 31, 1969 concerning a proposed change in interest rate from 6% to 7-1/2% on overdue royalties or fees under patent license and technical information agreements.

As the result of further discussions which had been held as to specific implementation of this proposed change, it will be acceptable to us if the new interest rate is put into effect for all negotiations commencing, and so far as practicable for all proposed new agreements furnished, on or after a selected date.

Very truly yours,

N. S. Ewing

cc: Mr. H. S. Wertz, Patent Contract Counsel, W.E.Co.

RECEIVED
WESTERN ELECTRIC CO., INC.

APR 14 1969

PATENT DIVISION
195 BROADWAY

8864

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

195 BROADWAY, NEW YORK, N.Y. 10007

212 393-3469

NORVAL S. EWING
GENERAL PATENT ATTORNEY

March ~~27~~ 31, 1969

Mr. J. A. Starr, Patent Attorney
Western Electric Company, Incorporated
195 Broadway
New York, New York 10007

Dear Mr. Starr:

Your letter of March 17, 1969 proposed that in all future patent license agreements and technical information agreements the rate of 7-1/2% (instead of the present 6%) be specified as the interest on overdue payments of royalties or fees.

We understand that this proposed change in interest rate will apply to future grants of additional licenses or technical information under existing patent license and technical information agreements as well as to new agreements, and that so far as practicable it will be uniformly effected for all agreements executed on or after a selected date.

With that understanding, the proposed change in interest rate has my approval.

Very truly yours,

N. S. Ewing

cc: Mr. H. S. Wertz, Patent Contract Counsel, W.E.Co.

RECEIVED
WESTERN ELECTRIC CO., INC.

APR 2 1969

PATENT DIVISION
195 BROADWAY

Currency Conversion - For general use except where only U.S. patents are licensed to Licensee.

JUN 18 1968

1 . ~~have specified by written notice~~. If the royalty for any
2 semiannual period referred to in Section 5 of this Article
2 III is computed in other currency, conversion to United States dollars shall be at the prevailing rate for bank cable transfers on New York City as quoted for the date of remittance of such payment by leading banks dealing in the New York City foreign exchange market.

1 This provision becomes part of the place of payment section.
2 Check Section and Article numbers.

Tax clause - For general use except (1) where only U.S. patents are licensed, or (2) where Licensee is a domicilary of a foreign country and is licensed under the patents of that country and there is or should be a special foreign tax clause for that country.

33-1

SECTION 9. LICENSEE shall bear all taxes imposed as a result of the existence or operation of this agreement, including but not restricted to any tax on or measured by any royalty or other payment required to be made by it hereunder, any registration tax, any tax imposed with respect to the granting or transfer of licenses or other rights hereunder or the payment or receipt of royalties hereunder and any tax which LICENSEE is required to withhold or deduct from royalty payments to WESTERN, except any such tax imposed upon WESTERN by the United States or any political subdivision thereof.

FEB 2

1 2 Licensee's reference name - 1 & s caps.
2 If Licensee is an individual, change "it" to "him".

Government Restraint - For general use in bilateral "net" licensing.

(Card 1 of 3 cards)

MAY 2 1963

ARTICLE IV

Miscellaneous Provisions

Section 1. It is recognized that any grantor hereunder or any of its associated companies may have entered into or may hereafter enter into a contract with a national government

(i) for the benefit of its military or national defense establishment or the Atomic Energy Commission of the United States Government to do development work financed by such government, or

(ii) for the benefit of the National Aeronautics and Space Administration of the United States Government (hereinafter referred to as "NASA"),

and may be required under such contract (either unconditionally or by reason of any action or inaction thereunder) to assign to such government its rights to grant, or may now or hereafter be restrained by such government

4 4 3 3 7 1 3 3 2 3 4 5 3 4 5 8 9 from granting, licenses to others than its associated companies under patents for inventions arising out of such work or covered by such contract. The resulting inability of such grantor to grant the licenses hereunder purported to be granted by it under patents for such inventions shall not be considered to be a breach of this agreement. For the purposes of this Section 1, AMERICAN, WESTERN and their respective associated companies shall be deemed to be associated companies of one another, BELL OF CANADA and its subsidiaries shall be deemed to be associated companies of one another, and LICENSEE and its associated companies shall be deemed to be associated companies of one another.

1 2 Check Article and Section numbers.

2 2 If subjection is not involved: (i) change "any grantor hereunder to "either party hereto"; (ii) delete reference to Bell of Canada and its subsidiaries.

3 13 In special bilateral cases involving only specified patents licer Licensee but "net" licensing to Western: (i) change "any grantor under" to Licensee's reference name (1 & s caps); (ii) if License not a U.S. domiciled corporation, consider deleting references to Energy Commission and National Aeronautics and Space Administrati (iii) change "such grantor" to Licensee's reference name (1 & s c (iv) change "hereunder" to "herein"; (v) delete "American, Wester Bell of Canada ..... of one another, and".

Government Restraint - Continued

4 5 If Licensee is a non-corporation: (i) change "its" to "Western' Bell of Canada's"; (ii) after "others", insert "(or in the case Western, Bell of Canada or any of their respective associated companies, to others"; (iii) in the next line, after "panies", i a closing parenthesis; (iv) ahead of "Bell", insert "and"; (v) i last sentence, after "another", change the comma to a period and delete the rest of the sentence. (1 & s caps for Western and Be Canada in both (i) and (ii))

5 9 If only U.S. patents are licensed: (i) change "a national gover to "the United States Government"; (ii) change "the" to "its" be both "Atomic" and "National"; (iii) delete "of the United States Government" after both "Commission" and "Administration"; (iv) c reference to Bell of Canada and its subsidiaries.

6 If Patent Licensing requests inclusion of other countries' agenc see "Government Restraint" cards in Auxiliary Provisions Index.

7 2 (i) If Note 3 is applicable and (ii) if Licensee is an individua change "its" and "it" to "his" and "him" respectively.

8 Licensee's reference name - 1 & s caps.

9 If Licensee has no parent or other associated company, change th first mention of "associated companies" to "subsidiaries".

DEC 11 1962

ARTICLE III

Miscellaneous Provisions

Section 1. It is recognized that Western, American or any of their subsidiaries may have entered into or may hereafter enter into a contract with a national government

(i) for the benefit of its military or national defense establishment or the Atomic Energy Commission of the United States Government to do development work financed by such government, or

(ii) for the benefit of the National Aeronautics and Space Administration of the United States Government (hereinafter referred to as "NASA"),

and may be required under such contract (either unconditionally or by reason of any action or inaction thereunder) to assign to such government its rights to grant, or may now or hereafter be restrained by such government from granting, the licenses herein purported to be granted under patents for inventions arising out of such work or covered by such contract. The resulting inability of Western to grant the licenses herein purported to be granted by it under patents for such inventions shall not be considered

6 Check Article number.
If only U.S. patents are licensed: (i) change "a national government" to "the United States Government"; (ii) change "the" to "its" before both "Atomic" and "National"; (iii) delete "of the United States Government" after both "Commission" and "Administration".

DEC 11 1962

Patent Deemed Issued - For general use in "net" royalty-bearing licensing involving countries* which give protection for inventions prior to issuance of patents.

* SECTION 2. There are countries in which the owner of an invention is entitled to compensation, damages or other monetary award from another for the latter's unlicensed manufacture, sale, lease or use involving such invention prior to the date of issuance of a patent for such invention but on or after a certain earlier date, such earlier date being hereinafter referred to as the invention's "protection commencement date". For the purposes of this agreement, an invention which has a protection commencement date in any such country shall be deemed to have had a patent issued therefor in such country on such date, which patent shall be deemed to have been in force in such country on and from such protection commencement date until the date of issuance of an actual patent on the application filed in such country for a patent for such invention (whether or not other inventions are covered by such actual patent) or until such application has been

withdrawn, abandoned or finally rejected. ~~Upon Licen-~~ omitted in certain LTA forms see 3/5/68 TAS memo
SEE's written request containing full supporting information, made to WESTERN within one year after (i) withdrawal, abandonment or final rejection of such application or (ii) the issuance of an actual patent thereon not covering any invention included or employed as described in paragraph (a) of Section 2 of Article III hereof, WESTERN shall refund or credit to LICENSEE any payments of royalty which would not have been made but for the applicability of the preceding sentence of this section, provided records in accordance with Section 3 of said Article III have been ~~retained.~~

DEC 3 1962

*Among such countries are Germany, Holland and Japan; perhaps there are others. If only one "patent deemed issued" country is involved, whether or not other countries are also involved, the language of this clause should be appropriately modified.

1 3 Licensee's reference name - 1 & s caps.
2 2 Check paragraph letter and Section and Article numbers.

Also attached are copies of alternate (NR) page 16 (121668) for the E-C-041663 Standard Form, page 16 (102968) for the M-E-C-061963 Standard Form, and page 16 (010369) for the Semicon-Thin-C-071763 Standard Form. These pages do not contain the refund sentence in the patents deemed issued section.

3/5/69.

J.A. Starr.

Mr. R. Plottel

MR. ROSEN:

July 20, 1967

37-(

In connection with the "protection commencement date" provision of our licensing agreements, the following countries have dates other than patent issue dates from which damages may run.

Australia	Publication
Austria	Publication
Denmark	Publication
Germany (West)	Publication
Israel	Publication
Italy	Filing
Japan	Publication
Netherlands	Publication
Norway	Publication
South Africa	Publication
South Korea	Publication
Sweden	Publication
Switzerland	Publication
Taiwan	Publication
United Kingdom	Publication

As I remarked to you, the specific circumstances which determine the date from which damages accrue vary even within a particular jurisdiction. For this reason, I caution that specific situations be considered against the exact peculiarities of national law.

LTS

L. T. STARK

LTS:pt

Copy to:
Mr. Woodward
Mr. Enlow
Mr. Spencer
All Attorneys of
Contract Group

JAN 25 1963

SECTION 3. Nothing contained in this agreement shall be construed as

1 2 (a) requiring the filing of any patent application, the
1 2 securing of any patent or the maintaining of any
1 patent in force; or

3 4 (b) an admission by any grantee of the validity of any
4 patent except within the scope and period of the licenses thereunder; or

3 (c) a warranty or representation by any grantor as to
4 the validity or scope of any patent; or

(d) a warranty or representation that any manufacture, sale, lease or use hereunder will be free from in-
4 fringement of patents other than those under which and to the extent to which licenses are in force hereunder; or

(e) an agreement to bring or prosecute actions or suits against third parties for infringement; or

(f) an obligation to furnish any manufacturing or technical information; or

(g) conferring any right to use, in advertising, publicity or otherwise, any name, trade name or trademark, or any contraction, abbreviation or simulation thereof; or

(h) conferring by implication, estoppel or otherwise upon any grantee hereunder any license or other right under any patent, except the licenses and rights expressly granted hereunder to such grantee; or

(i) a release for any infringement prior to the effective date hereof.

JAN 25 1963

1 For unilateral royalty-free licenses shorten and change clause (a) to "(a) an obligation to maintain etc."

2 For unilateral licenses of only a specified patent or patents:

(i) If the future filing of an original (as distinguished from a reissue or divisional) application is not mentioned in the agreement, delete the reference to filing;

(ii) If a pending or future application is not mentioned in the agreement, delete the reference to securing;

in the second line

(iii) If only one foreign patent is licensed, change the second "any" to "Western's" (1 & s caps).

3 4 For all unilateral licenses: (i) change "any grantee" to Licensee's reference name (1 & s caps); (ii) change "any grantor" to "Western" (1 & s caps); (iii) change "any grantee hereunder" to Licensee's reference name (1 & s caps); and (iv) change "such grantee" to Licensee's reference name (1 & s caps).

4 4 For unilateral licenses of only one specified patent: (i) change "any patent" to "Western's (1 & s caps) patent"; (ii) change "scope of any" to "scope of the aforesaid"; (iii) change "those" to "that".

5 2 For unilateral licenses of only specified patents to a non-corporate licensee, if neither a right to maintain nor any other right is granted to Licensee, delete "and rights".

6 3 If the agreement contains releases: (i) change the semicolon to a period after "grantee"; and (ii) delete the rest of the section.

JAN 25 1963

1 2 SECTION 5. Each party hereto shall, upon written re-
1 2 quest from the other party sufficiently identifying any
3 patent by country, number and date of issuance, inform
1 2 the other party as to the extent to which any such patent
4 is subject to the licenses, immunities and rights granted
1 2 4 hereunder to such other party. If such licenses, immuni-
4 ties or rights under any such patent are restricted in scope,
copies of all pertinent provisions of any contract (other
than provisions of a contract with a government to the
extent that disclosure thereof is prohibited under that
government's laws or regulations) creating such restric-
1 2 tions shall, upon request, be furnished to the party making
1 2 such request.

1[6] For unilateral licenses: (i) change "Each party hereto" to "Western" (1 & s caps); (ii) change "the other party" to Licensee's reference name (1 & s caps); (iii) ditto; (iv) change "such other party" to Licensee's reference name (1 & s caps); and (v) change "the party making such request" to Licensee's reference name (1 & s caps).

2[6] In unusual bilateral situation involving "net" licensing to Western but only specified patents to Licensee: (i) change "Each party hereto" to Licensee's reference name (1 & s caps); (ii) change "the other party"

to "Western" (1 & s caps); (iii) ditto; (iv) change "such other party" to "Western" (1 & s caps); and (v) change "the party making such request" to "Western" (1 & s caps).

2 If the patents of only one country are involved, and if foreign immunity is not involved, delete "country,".

3 If foreign immunity is not involved, delete ", immunities".

DEC 5 1962

general use in agreements involving "net" to a corporate Licensee.

41-1
(Card 1 of 2 cards)

SECTION 6. (a) Under an Instrument of Waiver, dated ly 27, 1961, between AMERICAN and NASA, NASA re-ved a license under inventions ~~made on or after May 1961~~ in performance of any work under or in anticipa-n of a Cooperative Agreement, dated July 27, 1961, ween NASA and AMERICAN For The Development And perimental Testing Of Active Communications Satel-s, together with the right to grant licenses to others l the right under certain conditions to obtain title to h inventions, all as more fully set out in said Instru-nt of Waiver.

conceived or first actually reduced to practice during the period May 18, 1961 through May 7, 1964

b) Upon written request from LICENSEE, WESTERN shall nish LICENSEE copies of pertinent provisions of said trument of Waiver and a list of WESTERN's patents ering such inventions under which NASA has reserved license.

DEC 5 1962

3/8/68

(c) LICENSEE shall insert the foregoing paragraph (a), using the full names of AMERICAN and NASA, in each instrument in which it grants a sublicense under the licenses granted hereunder. Upon written request from WESTERN, LICENSEE shall furnish information to WESTERN concerning the grants of such sublicenses, together with the relevant terms and conditions thereof.

(d) The foregoing notification and requirement of notification are required by the terms of said Instrument of Waiver.

e's reference name (1 & s caps).

E-C-041663-01

TO Mr. R. Plattel

FROM

Declassified by AT&T 2/13/68

patent by country, number and date of issuance, inform the other party as to the extent to which any such patent is subject to the licenses, immunities and rights granted hereunder to such other party. If such licenses, immunities or rights under any such patent are restricted in scope, copies of all pertinent provisions of any contract (other than provisions of a contract with a government to the extent that disclosure thereof is prohibited under that government's laws or regulations) creating such restrictions shall, upon request, be furnished to the party making such request.

SECTION 6. (a) Under an Instrument of Waiver, dated July 27, 1961, between AMERICAN and NASA, NASA reserved a license under inventions ~~made on or after May 18, 1961~~ conceived or first actually reduced to practice during the period May 18, 1961 through May 7, 1964 in performance of any work under or in anticipation of a Cooperative Agreement, dated July 27, 1961, between NASA and AMERICAN For The Development And Experimental Testing Of Active Communications Satellites, together with the right to grant licenses to others and the right under certain conditions to obtain title to such inventions, all as more fully set out in said Instrument of Waiver.

(b) Upon written request from LICENSEE, WESTERN shall furnish LICENSEE copies of pertinent provisions of said Instrument of Waiver and a list of WESTERN's patents covering such inventions under which NASA has reserved its license.

(c) LICENSEE shall insert the foregoing paragraph (a), using the full names of AMERICAN and NASA, in each instrument in which it grants a sublicense under the licenses granted hereunder. Upon written request from WESTERN, LICENSEE shall furnish information to WESTERN concerning the grants of such sublicenses, together with the relevant terms and conditions thereof.

(d) The foregoing notification and requirement of notification are required by the terms of said Instrument of Waiver.

18

For use in tailor-made agreements starting immediately. I will work on the standard forms and computer when time becomes available to me.

J. A. STARR
Patent Attorney
2/19/68

NASA - For special use in agreements involving "net" licensing to a non-corporate Licensee.

SECTION 6. Under an Instrument of Waiver, dated July 27, 1961, between AMERICAN and NASA, NASA reserved a license under inventions ~~made on or after May 18, 1961~~ conceived or first actually reduced to practice during the period May 18, 1961 through May 7, 1964 in performance of any work under or in anticipation of a Cooperative Agreement, dated July 27, 1961, between NASA and AMERICAN For The Development And Experimental Testing Of Active Communications Satellites, together with the right to grant licenses to others and the right under certain conditions to obtain title to such inventions, all as more fully set out in said Instrument of Waiver. Upon written request from LICENSEE, WESTERN shall furnish LICENSEE copies of pertinent provisions of said Instrument of Waiver and a list of WESTERN's patents covering such inventions under which NASA has reserved its license.

DEC 6 1962

2/10/78

1 1

1[2] Licensee's reference name (1 & s caps).

DEC 5 1962

1 2

SECTION 7. Any notice, request or statement hereunder shall be deemed to be sufficiently given when sent by registered mail addressed to the addressee at its office above specified or at such changed address as the addressee shall have specified by written notice.

*

For royalty-free licenses: (i) change ", request or statement" to "or request".
For a unilateral agreement licensing only specified patents, delete ", request".

If only specified patents are licensed to Licensee, investigate possible need for an appropriately worded NASA clause section to precede this section.

ıe-Way Termination For Default - For general use in bilateral "net" licensing with a corporate Licensee.

44-1

DEC 5 1962

ARTICLE V

Termination, Cancellation And Surrender

Section 1. Any termination under the provisions of this Article V by one party of licenses and rights of the other party shall not affect the licenses and rights of the terminating party and its sublicensees (or of American and its sublicensees if Western is the terminating party), nor the obligations of Licensee under the provisions of Article III and Section 6 of Article IV hereof, if it is the terminating party.

4

Check Article and Section numbers.
If U.S. patents are not licensed, delete ", CANCELLATION".
Licensee's reference name (1 & s caps).
If all licenses to Licensee are royalty-free, delete "Article III and".

Termination For Default - For special use in bilateral "net" licensing with a non-corporate Licensee. 44-2

ARTICLE V

TERMINATION, CANCELLATION AND SURRENDER

SECTION 1. Any termination under the provisions of this Article V by one party of licenses and rights of the other party shall not affect the licenses and rights of the terminating party (or of AMERICAN or of the sublicensees of WESTERN or AMERICAN if WESTERN is the terminating party), nor the obligations of LICENSEE under the provisions of Article III ~~and Section 7 of Article IV~~ hereof, if it is the terminating party.

DEC 7 1982

1 Check Article numbers.
2 If U.S. patents are not licensed, delete ", CANCELLATION".
3 If all licenses to Licensee are royalty-free, change the comma to a period and delete the rest of the sentence.
4 Licensee's reference name (1 & s caps).
5 If Licensee is an individual, change "it" to "he".

rminating Western's Licenses For Default - For general use in bilateral "net" licensing. 45-1

SECTION 2. If WESTERN shall fail to fulfill one or more of its obligations under this agreement, LICENSEE may, upon election and in addition to any other remedies that it may have, at any time terminate (subject to the provisions of Section 1 of this Article V) all ~~the~~ licenses and rights granted to WESTERN and AMERICAN hereunder, by not less than six (6) months' written notice to WESTERN specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

3
4

DEC 7 1962

Licensee's reference name - l & s caps.
If Licensee is an individual, change "it" to "he".
(i) If Licensee is a non-corporation, and (ii) if the licenses to Licensee are royalty-free, delete the "subject to" parenthetical clause.
Check Section and Article numbers.

Terminating Licensee's Licenses For Default clause - For general use in bilateral "net" licensing, except where only U.S. patents are licensed to Licensee.

1 2 3 4 4 5 2 2

SECTION 3. (a) If LICENSEE shall fail to fulfill one or more of its obligations under this agreement, WESTERN may, upon election and in addition to any other remedies that it may have, at any time terminate (subject to the provisions of Section 4 of this Article V) all ~~the~~ licenses and rights granted to LICENSEE hereunder, by not less than six (6) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

1 If the licenses to Licensee are all royalty-free, delete the paragraph designation "(a)".
2 3 Licensee's reference name - l & s caps.
3 If Licensee is an individual, change "its" to "his".
4 2 If no U.S. patents are licensed to Licensee, delete the parenthetical "subject to" clause.
5 Check Section and Article numbers.

Terminating Licensee's Licenses For Default clause - For special use in bilateral "net" licensing where only U.S. patents are licensed to Licensee.

JUN 30 1959

SECTION 3. (a) If LICENSEE shall fail to fulfill one or more of its obligations under this agreement, WESTERN may, upon election and in addition to any other remedies that it may have, at any time terminate

(i) all licenses and rights herein granted under WESTERN's patents if the breach is of one or more of LICENSEE's obligations hereunder whereby WESTERN or AMERICAN fails to receive licenses or rights which it is entitled hereunder to receive under LICENSEE'S patents issued in the United States, or

(ii) all licenses and rights herein granted under WESTERN's patents issued after January 23, 1956, if the breach is of one or more of LICENSEE's obligations under *Article III hereof*,

by not less than six (6) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

4 If the licenses to Licensee are all royalty-free: (i) delete the paragraph designation "(a)"; (ii) delete the clause designation "(i)" and flag the printer not to indent the content of that clause; (iii) delete the word "or" at the end of clause (i); and (iv) delete all of clause (ii).

5 Licensee's reference name - l & s caps.
If Licensee is an individual, change "its" to "his".
Check Article number.
If Western is granted licenses or immunity under foreign patents, delete "Licensee's".
If Western is not granted licenses or immunity under foreign patents, delete "issued in the United States".

DEC 7 1957

DEC 7 1962

ARTICLE IV

Termination, Cancellation And Surrender

Section 1. (a) If Licensee shall fail to fulfill one or more of its obligations under Article II ~~or Section 7 of Article III~~ of this agreement, Western may, upon election and in addition to any other remedies that it may have, at any time terminate

(i) ~~all licenses and rights herein granted under~~ Western's patents issued in any or all countries of the world other than the United States if the breach is of one or more of said obligations relating to licenses and rights granted under Western's patents issued in any or all countries of the world ~~other than the United States, or~~

(ii) all licenses and rights herein granted under Western's patents issued ~~in the United States~~ after January 23, 1956, ~~and under all of Western's patents issued in any~~ or all of the other countries of the world, if the breach is of one or more of said obligations under Article II hereof relating to licenses and rights granted under Western's ~~patents issued in the United States~~,

by not less than two (2) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

Check Article and Section numbers.
If no U.S. patents are licensed: (i) delete ", CANCELLATION"; (ii) insert, after "terminate", the words "all licenses and rights granted by it herein,"; (iii) delete clauses (i) and (ii).
Licensee's reference name - 1 & s caps.
If Licensee is an individual, change "its" to "his".
If Licensee is a non-corporation: (i) delete "or Section 7 of Article III"; (ii) in clause (ii), delete "under Article II hereof".
If only U.S. patents are licensed: (i) delete "or Section 7 of Article III"; (ii) delete all of clause (i); (iii) delete the clause designation "(ii)"; (iv) delete "in the United States"; (v) delete all of clause (ii) after "1956,"; (vi) flag the printer not to indent what has been left of former clause (ii).
Use appropriate countries clause.

ARTICLE IV

Termination And Cancellation

Section 1. (a) If Anaconda shall fail to fulfill one or more of its obligations under Article II of this agreement, Western may, upon election and in addition to any other remedies that it may have, at any time terminate all ~~this~~ licenses and rights granted by it hereunder, by not less than two (2) months' written notice to Anaconda specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

1 2 Check Article numbers.
2 If no U.S. patent is involved, delete "AND CANCELLATION".
3 If more than one U.S. patent is involved, change the heading to "TERMINATION, CANCELLATION AND SURRENDER".
4 2 Licensee's reference name - 1 & s caps.
5 If Licensee is an individual, change "its" to "his".
6 If (a) licenses under foreign patents, (b) a NASA clause, and (c) a corporate Licensee are involved, insert reference to Section and Article numbers of the NASA clause.

If both U.S. and foreign patents are licensed, reword the remainder of this section so as to condition the right to terminate licenses under U.S. patents on breaches of royalty Article obligations relating to licenses under U.S. patents. Use Card 46-3 as a guide. If only licenses and no rights are granted to Licensee, as may be in the case of a non-corporate licensee not granted a "right to maintain", delete "and rights".

nating Licensee's Licenses for Default - for
cial use in bilateral licensing where only
cified patents are licensed to Licensee, but
grantback to Western is "net" licensing.

(Card 1 of 2 cards)

SECTION 1. If Licensee shall fail to fulfill one or more
3 4 6 of its obligations under this agreement, Western, upon election and in addition to any other remedies that it may have and without affecting the licenses and rights of Western, American or their respective sublicensees, may at any
5 7 time terminate all ~~the~~ licenses and rights granted by Western hereunder, by not less than two (2) months' written notice to Licensee specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

censee's reference name - l & s caps.
' Licensee is an individual, change "its" to "his".
' Licensee is licensed under only U.S. patents, then, after "agreement"
sert "(other than those under Section 4 of Article IV hereof)". (Ref-
ence is to information clause.)
& s caps for Western and American.
' Licensee is licensed for U.S. as well as foreign patents, then, after
erminate", insert "(subject to the provisions of Section 2 of this
ticle V)".

6 If (a) Note 3, (b) a NASA clause, and (c) a corporate licensee are involved, then, in the parenthesis called for by Note 3, insert reference to Section and Article numbers of the NASA clause.

7 If only licenses and no rights are granted to Licensee, as may be in the case of a non-corporate licensee not granted a "right to maintain", delete "and rights".

DEC 7 1962

Termination Releases Licensee's Royalty Obligation -
For general use in royalty-bearing licensing.

1 3
2
1 2
3

(b) Termination by WESTERN, under the provisions of paragraph (a) of this Section 3, of licenses and rights granted to LICENSEE, shall terminate the obligations of LICENSEE under the provisions of Article III hereof relating to such terminated licenses and rights, except such obligations as to apparatus subject to royalty made, sold, leased or put into use hereunder prior to such termination.

1[2] Check paragraph letter and Section and Article numbers.
2[2] Licensee's reference name - 1 & s caps.
3[2] If only licenses and no rights are granted to Licensee, as may be in the case of specified patents licensing to a non-corporate licensee without a "right to maintain", delete "and rights" in two places.

Termination Releases Licensee's Royalty Obligation - For special use where only specified foreign patents are royalty-bearing licensed to Licensee, and Licensee is given right to terminate its own licenses.

47-2

DEC 7 1962

1
1 2
1

SECTION 3. Termination under the provisions of this Article V shall terminate the obligations of Licensee under the provisions of Article III hereof, except such obligations as to apparatus subject to royalty made, sold, leased or put into use hereunder prior to ~~the date of~~ such termination.

Sections 1 or 2 of

1 3 Check Section and Article numbers.
2 Licensee's reference name - 1 & s caps.

Note: If 49-2 is not used, substitute 47-1 for this 47-2, and watch Section numbers and paragraph letters.

Limitations on Termination of U.S. Licenses clause - For general use in bilateral "net" licensing involving both U.S. and foreign patents licensed to Licensee, with the grant-back to Western including U.S. patents.

48-1
(Card 1 of 2 Cards)

FEB 25 1959

SECTION 4. WESTERN shall not have, under the provisions of paragraph (a) of Section 3 of this Article V, the right to terminate

(i) licenses and rights herein granted under WESTERN's patents issued in the United States prior to January 24, 1956, unless LICENSEE fails to fulfill one or more of its obligations hereunder and such failure results in WESTERN's or AMERICAN's failure to receive licenses or rights which it is entitled hereunder to receive under patents issued in the United States, or

(ii) licenses and rights herein granted under WESTERN's patents issued in the United States after January 23, 1956, unless LICENSEE fails to fulfill one or more of its obligations hereunder and such failure results in WESTERN's or AMERICAN's failure to receive licenses or rights which it is entitled hereunder to receive under patents issued

in the United States or unless LICENSEE fails to fulfill one or more of its obligations under Article III hereof relating to licenses and rights granted under WESTERN's patents issued in the United States.

1 2 Check Section and Article numbers.
2 6 If the licenses to Licensee are all royalty-free: (i) delete the words "paragraph (a) of"; (ii) delete the clause designation "(i)"; (iii) delete "prior to January 24, 1956,"; (iv) change ", or" to a period; (v) flag the printer not to indent the content remaining in former clause (i); and (vi) delete all of clause (ii).
3 3 Licensee's reference name - 1 & s caps.
4 3 If Licensee is an individual, change "its" to "his".

use in bilateral licensing involving both U.S. and foreign specified patents licensed to Licensee.

SECTION 2. WESTERN shall not have, under the provisions of paragraph (a) of Section 1 of this Article V, the right to terminate

(ii) licenses and rights herein granted under WESTERN's patents issued in the United States, ~~after January 23, 1956~~, unless LICENSEE fails to fulfill one or more of its obligations hereunder and such failure results in WESTERN's or AMERICAN's failure to receive licenses or rights which it is entitled hereunder to receive under patents issued in the United States or unless LICENSEE fails to fulfill one or more of its obligations under Article III hereof relating to licenses and rights granted under WESTERN's patents issued in the United States.

Printer: Last Normal

DEC 7 1962

1 Check Section and Article numbers.
2 Licensee's reference name - 1 & s caps.
3 If Licensee is an individual, change "its" to "his".
4 If only licenses and no rights are granted to Licensee, delete "and rights" in two places.
5 If Western's patents include only one U.S. patent, delete the "s" from "patents".

cancellation - for general use in licensing
involving Western's U.S. patents. *

2

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SECTION 5. By written notice to WESTERN, LICENSEE may cancel the licenses for any specified equipment granted hereunder to it under WESTERN'S patents issued in the United States. Such cancellation shall be effective as of the date of giving said notice but shall not relieve LICENSEE of its obligation hereunder to pay accrued royalties with respect to such specified equipment. By written notice to LICENSEE, WESTERN or AMERICAN may cancel the licenses for any specified equipment granted hereunder to it under LICENSEE'S patents issued in the United States, such cancellation to be effective as of the date of giving said notice.

JUN 18 1968

1 In unilateral licenses, delete the last sentence.
2 5 Licensee's reference name - l & s caps.
3 3 For licenses involving only U.S. patents, delete "issued in the United States".
4 2 If Licensee is an individual, change "it" to "him" and "its" to "his".
5 4 For royalty-free licenses: (i) change ". Such" to ", such"; (ii) in the same line, change "shall" to "to"; (iii) after "notice", insert a period and delete the rest of the sentence.
6 If only one U.S. patent is licensed, whether or not any foreign patent is also licensed, delete the "s" from "patents".
* For [illegible] licensing involving Western's U.S. patents, use Card 49-7

Licensee's Termination Of Own Licenses - For special *optional use where only specified foreign patents are licensed to Licensee.

SECTION 1. By not less than one (1) year's written notice to Western given at any time after four (4) years from the effective date of this agreement, Licensee may terminate all licenses and rights granted hereunder to it.

1 2 L & s caps for Section and Western.
2 Licensee's reference name - 1 & s caps.
3 If only licenses and no rights are granted to Licensee, delete "and rights".

* Check optional use with Patent Licensing.

Cancellation - For special use in bilateral royalty-free licensing involving Western's U.S. patents.

JUN 18 1963

SECTION 5. By written notice to any grantor hereunder, any grantee hereunder may cancel the licenses for any specified equipment granted hereunder to such grantee under the grantor's patents issued in the United States, such cancellation to be effective as of the date of giving said notice.

1 For licenses involving only U.S. patents, delete "issued in the United States".

Surrender - For general use in "net" licensing, and in licensing a plurality of specified patents among which is at least one U.S. patent.

50-1
(Card 1 of 2 cards)

1 2 3 4
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SECTION 6. By written notice to WESTERN, specifying any of WESTERN's patents by country, number and date of issuance, LICENSEE may, effective as of the date of giving said notice, surrender and terminate all licenses and rights granted hereunder to it under such specified patent or patents; as of said date, such specified patent or patents shall cease to be among WESTERN's patents for the purposes of this agreement, without affecting obligations in respect of royalties accrued prior to said date.

SEP 12 1967

1 If only one country's patents are licensed to Licensee, delete "country,".

2 If only specified U.S. and foreign patents are licensed to Licensee: (i) insert "issued in the United States" after "patents"; (ii) in the same line, delete "country,".

4

3 If Note 2 is applicable, and if only one U.S. patent is included among the licensed patents: (i) delete "any of"; (ii) in the same line, delete the "s" from "patents"; (iii) insert a comma after the inserted "United States"; (iv) delete "by number and date of issuance,"; (v) in the fifth and sixth lines, doubly delete "specified" and "or patents".

4 If only two U.S. patents (with or without foreign patents) are licensed to Licensee, change "any" to "either or both".
5 Licensee's reference name - 1 & s caps.
6 If only licenses and no rights are granted to Licensee, delete "and rights".
7 If Licensee is an individual, change "it" to "him".
8 For royalty-free licenses, after "agreement", change the comma to a period and delete the rest of the sentence.

SEP 12 1967

Sublicense Terminates with License Termination - For general use except in unilateral licenses with a non-corporate licensee. 51-1

DEC 11 1962

For General Use

SECTION 7. (a) Every sublicense granted hereunder by 1 2 a party hereto or AMERICAN shall terminate with termination or cancellation of its corresponding license. 3

For Special Use in Unilateral Licensing of a Single Foreign Patent

SECTION 5. (a) All sublicenses granted hereunder by 4 Licensee shall terminate with ~~the~~ termination of its licenses.

1 For bilateral licenses, if Licensee is not a corporation, change "a party hereto" to "Western" (1 & s caps).
2 For unilateral licenses with a corporate licensee, change "a party hereto or American" to Licensee's reference name (1 & s caps).
3 If no U.S. patents are licensed to Licensee, delete "or cancellation".
4 Licensee's reference name (1 & s caps).

inate With Disassociation - For

*Bilateral

When an associated company's relationship to a ereto or AMERICAN changes so that such associated y is no longer an associated company of such party RICAN, any sublicenses granted hereunder to such ed company shall terminate, but licenses and rights d under the patents and patent rights of such asso- ompany for inventions made prior to the date such ship changed shall not be affected by such change.

teral (For Only A Corporate Licensee)

When a subsidiary's relationship to LICENSEE so that it is no longer a subsidiary of LICENSEE, licenses granted hereunder to such subsidiary shall te.

Equipments Deemed Put Into Use

~~te.~~ Each equipment and each maintenance part, ereunder by or for a subsidiary of LICENSEE, and on oyalty has accrued hereunder but which remains l, leased or put into use at the time such subsidiary to be a subsidiary of LICENSEE, shall be ~~deemed to~~

FEB 21 1963

deemed to have been put into use by such subsidiary immediately prior to such time at the place said equipment or part is then located.

non-subsidiary

* If Licensee has a parent or other "associated company", use Card 52-3.
1 3 If Licensee is not a corporation, change "a party hereto" and "such party" to "Western" (1 & s caps).
2 If 1, above, is applicable, and if only specified patents are licensed to Licensee: (i) change the comma to a period after "terminate"; and (ii) delete the remainder of the sentence.
3 2 If licenses are royalty-bearing and Licensee is a corporation, add the "Equipments Deemed Put Into Use" clause.
4 4 Licensee's reference name - 1 & s caps.
5 3 If maintenance parts not involved, delete references to them.

Sublicense Terminates With Disassociation - For special use where Bell of Canada is sublicensed without subjection.

JAN 23 1963

(c) When an associated company's relationship to BELL OF CANADA changes so that such associated company is no longer an associated company of BELL OF CANADA, any sublicenses granted hereunder to such associated company shall terminate.

Sublicenses Terminate With Disassociation - For special use in bilateral licensing where licensee has a parent or other "associated company". 52-3

1 (b) Any sublicenses granted hereunder shall terminate if and when the grantee thereof ceases to be an associated company of WESTERN or AMERICAN or a subsidiary of
2 4 LICENSEE.

3 (c) If an associated company's relationship to a party
3 hereto or AMERICAN changes so that such associated com-
3 pany is no longer an associated company of such party or
3 AMERICAN, licenses and rights acquired under the patents and patent rights of such associated company for inventions made prior to the date such relationship changed shall not be affected by such change.

FEB 21 1963 DEC 1 1 1962

1 If sublicenses are grantable by Licensee under other than U.S. patents to other than its subsidiaries, changes will have to be made.
2 Licensee's reference name - 1 & s caps.
3 4 In unusual situation involving only specified patents licensed to Licensee but "net" licensing to Western: (i) change "a party hereto or American" to "Licensee" (1 & s caps); (ii) change "such party or American," to "Licensee," (1 & s caps).
4 If licenses are royalty-bearing, add the "Equipments Deemed Put Into Use" clause from Card 52-1.

2 3 SECTION 8. Licenses, immunities and rights hereunder with respect to each equipment, and each maintenance part, made, sold, leased or put into use hereunder prior to any termination or cancellation under the provisions of this Article V shall survive such termination or cancellation.

FEB 21 1963

2 For "open net" licensing: (i) change "Licenses" to "Subject to the provisions of Section 9 of this Article V, licenses" (check Section and Article numbers); (ii) use Card 54-1 for a Section to follow this one.
4 If U.S. patents are not licensed to Licensee, delete ", immunities" and "or cancellation".
If foreign immunity is not involved, delete ", immunities".
2 If maintenance parts not involved, delete reference thereto.
Check Article number.

Automatic Termination of Initial Period - For general use in "open net" licensing.

1 2 2 3 3 1 2 2

SECTION 6. *Termination or cancellation of licenses, sublicenses or rights under the provisions of Sections 1, 2 or 4 of this Article IV shall terminate the initial period* with respect ~~relating~~ *to such terminated or cancelled licenses, sublicenses or rights.*

1[2] If U.S. patents are not licensed to Licensee, delete "or cancellation" and "or cancelled".

2[4] In a unilateral agreement, if Licensee is not a corporation, delete ", sublicenses" in two places.

3[2] Check Section and Article numbers. The reference sections concern (i) termination for default, (ii) cancellation and (iii) termination of sublicenses. Hence (ii) is not involved if no U.S. patents are licensed to Licensee, and (iii) is not involved in a unilateral agreement if Licensee is not a corporation.

ARTICLE V

CONSTRUCTION

The construction and performance of this agreement shall be governed by the law of the State of New York.

1 Check Article number.

Subsidiary Definition - For general use, except in unilateral licensing of only specified patents to non-corporate licensees. 58-1

(foreign)

1 2 ARTICLE VII

2 GENERAL DEFINITIONS

2 SECTION 1. A "subsidiary" is a company the majority of whose stock entitled to vote for election of directors is now or hereafter controlled by the parent company either directly or indirectly, but any such company shall be deemed to be a subsidiary only so long as such control exists.

DEC 1 1 1952

1 Check Article number.
2 3 In unilateral licenses, (i) delete the Article number and heading; (ii) change "A 'subsidiary' is" to "As used in this agreement, the term 'subsidiary' means".

1 2 2 3 2 SECTION 2. (a) "Associated companies of LICENSEE" are subsidiaries of LICENSEE, companies presently having LICENSEE as a subsidiary and other subsidiaries of such companies.

(b) "Associated companies of WESTERN" are subsidiaries of WESTERN.

(c) "Associated companies of AMERICAN" are companies in the United States which are now parties to patent license and service contracts with AMERICAN relating to the furnishing by them of public communication service by telephone in the United States or between the United States and other countries, the respective subsidiaries of each such company, subsidiaries of AMERICAN other than WESTERN and its subsidiaries, and, subject to the provisions of paragraph (b) of Section 9 of Article I hereof, BELL OF CANADA and its associated companies.

4 4 5

6 (d) "Associated companies of BELL OF CANADA" are those subsidiaries of BELL OF CANADA which are exclusively engaged in the business of, or are as a regular and substantial part of their business engaged in, furnishing public communication service in Canada.

6 (e) "Public communication service" means communication service furnished to the public (including service limited to a particular customer or class of customers) for compensation.

1 If Licensee is a non-corporation, delete all of paragraph (a).
2 3 Licensee's reference name - 1 & s caps.
3 If Licensee is the top company, change the comma to a period after "LICENSEE", and delete the rest of paragraph (a).
4 2 If subjection is not involved: (i) change the comma to "and" between "company" and "subsidiaries"; (ii) change the comma to a period after "subsidiaries", and delete the rest of that sentence.
5 Check paragraph letter and Section and Article numbers.
6 2 If Note 4 is applicable, and if Bell of Canada is not otherwise sublicensable: (i) delete all of paragraph (d); (ii) delete the paragraph designation "(e)", and shift the content of that paragraph to become the final sentence of paragraph (c).

SEP 11 1962

1

ARTICLE VIII

2

Technical Definitions

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Section 1. "Thermistor" means a device consisting of a body of semiconductive material and not more than two electrodes associated therewith, and of a design such that its resistance is predominantly a function of the temperature of such body; if provided as a part thereof, the device includes instrumentalities for regulating the temperature of such body and instrumentalities for holding or supporting said device.

Section 2. "Thermistor bolometer" means a heat detector comprising one or more thermistors in combination

1 Check Article number.
2 2 If only a single definition is involved, delete the "s" from "Definitions", and do not use any Section number.
3 Use appropriate definitions.

DEC 1 1 1962

IN WITNESS WHEREOF, the parties hereto have executed these presents this day of

WESTERN ELECTRIC COMPANY, INCORPORATED

By .....
Patent License Manager

Attest:

[SEAL]

.....
Secretary

ELECTRA MANUFACTURING COMPANY

By .....
President

Attest:

[SEAL]

.....
Secretary

1 2 Insert titles of officers who will sign for Western and Licensee.
2 For English corporate licensees, use special English execution clause.
3 Subject to Note 4 below, insert Licensee's full name (1 & s caps).
4 2 If Licensee is an individual doing business in his own name, use only one dotted signature line with "[L.S.]" at the end of it, and with Licensee's name (1 & s caps) under it.
5 3 If Licensee is not a corporation, change "Attest" to "Witness", and delete "[SEAL]" and "Secretary".

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Release to Licensee - For use, as requested.

71 1
(Card 1 of 2 cards)

SECTION 4. In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by GENERAL to WESTERN, the receipt of which is hereby acknowledged, WESTERN, for itself, for AMERICAN and for their respective present subsidiaries, hereby releases GENERAL and its present subsidiaries, and all purchasers and users of equipments (and maintenance parts therefor) of the kinds herein licensed as of the effective date hereof to GENERAL, from all claims, demands and rights of action which WESTERN, AMERICAN or any of their respective present subsidiaries may have on account of any infringement or alleged infringement of any patent issued in the United States or Canada by reason of the manufacture or any past or future use, lease or sale of any of such equipments or parts which, prior to the effective date hereof, were used or furnished by GENERAL, its present subsidiaries or any of them.

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For a unilateral agreement, a recital of the exact amount of monetary consideration is usually included.

2 4 (i) If no monetary or other collateral consideration is involved, or (ii) if otherwise not desired, delete the recital of consideration.
3 2 Insert monetary amount.
4 Consider whether or not to delete "and other good and valuable consideration".
5 4 Licensee's reference name - 1 & s caps.
6 2 If Licensee is not a corporation, delete references to Licensee's subsidiaries, or any of them.
7 3 If maintenance parts are not involved, delete references to them.
8 If only one equipment is licensed, delete the s in "kinds".
9 If this is a replacing agreement, change the comma after Licensee's reference name to "but not licensed prior to such date,".
10 2 If Licensee is licensed under only (a) specified patent(s), change "any patent" to "WESTERN's patent(s)" and delete the "issued in" phrase.
11 If Licensee is "net" licensed under patents of all countries of the world, delete "issued in the United States or Canada".
12 If Licensee is "net" licensed under patents of less than all countries, use an appropriate countries phrase.
13 If licenses to Licensee are all royalty-free, (i) insert, after "were", the words "manufactured by or for, or"; (ii) insert a comma after "by".

FEB 20 1964 DEC 13 1962

Release to Western - For use, as requested, in bilateral "net" licensing. 72-1 (Card 1 of 2 cards)

1 2 3 2 3 4 4 5 6 1 2 2 3 7 8 7 8 4

SECTION 5. GENERAL, for itself and for its present subsidiaries, hereby releases WESTERN, AMERICAN and their respective present associated companies, and all purchasers and users of equipments (and maintenance parts therefor) of the kinds herein licensed as of the effective date hereof to WESTERN and to AMERICAN, from all claims, demands and rights of action which GENERAL or any of its present subsidiaries may have on account of any infringement or alleged infringement of any patent issued in the United States or Canada by reason of the manufacture or any past or future use, lease or sale of any of such equipments or parts which, prior to the effective date hereof, were manufactured by or for, or used or furnished by, WESTERN, AMERICAN, their respective present associated companies or any of them.

1 2 Licensee's reference name - 1 & s caps.
2 4 If Licensee is not a corporation: (i) delete ", for itself and for its present subsidiaries,"; and (ii) delete "or any of its present subsidiaries".
3 3 If Licensee has a parent or other "associated company", change

4 3 If maintenance parts are not involved, delete references to them.
5 If only one equipment is licensed, delete the s in "kinds".
6 If this is a replacing agreement, change the comma after "American" to "but not licensed prior to such date,".
7 2 If Western is licensed under patents of all countries of the world, delete "issued in the United States or Canada".
8 2 If Western is licensed under patents of less than all countries, use an appropriate countries phrase.

Rebuilding - For optional use in "net" licensing.

73-1
(Card 1 of 2 cards)

1 2 3 3 4 5 3 4 5 6 3 4 6 3 4 6 3 7

(c) If GENERAL or any of its subsidiaries shall make or have made for installation and use at a location any equipment which is apparatus subject to royalty hereunder by rebuilding, modifying or enlarging any equipment of the kinds specified in that part of the list in Section 1 of Article I hereof which begins with "Carrier current systems" and ends with "Combinations of any or all items specified separately above in this Section 1;", which latter-mentioned equipment has been installed and in use in such location, royalty shall be computed on the net selling price or fair market value, as the case may be, of such apparatus, less the fair market value of such part thereof as was installed and in use immediately prior to such rebuilding, modification or enlargement and is included in the rebuilt, modified or enlarged equipment.

1 Licensee's reference name - 1 & s caps.
2 If Licensee is not a corporation, delete "or any of its subsidiaries".
3 6 If only one equipment is affected, revise the identifying language appropriately.
4 4 If the concept of the identifying language is not appropriate, revise it.
5 2 Check Section and Article numbers.

6[3] Use correct handles of beginning and ending equipments.
7 Check with Patent Licensing whether or not to insert, after "such location", the words "and which has theretofore been licensed under WESTERN's patents".

y Rates

olumn Headings

MAR 1 1 1964

ipments	*Applicable Royalty Rates (in %)*	
	Licenses Under Patents Issued in the U. S. or Canada	*Licenses Under Patents Issued in Countries Other Than the U. S. or Canada*

ty Clause for agreements not containing
ate column for licenses under U.S. patents

that the royalty rate for li-
es issued in the United States
ent (1%) with respect to sales,
, to the Department of Defense
es Government of equipments marked
*) in the above tabulation.

oyalty Clause for agreements containing separate
rate column for licenses under U.S. patents

wever, that the royalty rates marked
risk (*) in the above column headed
der Patents Issued in the U.S." shall
ent (1%) with respect to sales, direct
to the Department of Defense of the
s Government.

MAR

ltiple Royalty Rates Clause - Recommended for placement
yalty section after the maintenance parts paragraph

d) If any equipment, or maintenance part therefor, is
paratus subject to royalty hereunder because of patents
more than one country, and the licenses granted to
NERAL hereunder for such equipment under the patents
such respective countries are at different royalty rates,
alty shall be payable hereunder on such apparatus at
highest of such rates.

Specified Patents Licensing

Use Export Clause and Vendee Clause with appropriate modifications. In Vendee Clause: (i) if U.S. patents are licensed, include the immunity exception; (ii) if U.S. pre-decree patents are licensed, include the royalty-free exception.

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1 Use appropriate column headings.
2 If maintenance part not involved, delete reference to it.
3 Licensee's reference name - 1 & s caps.

Immunity to Western - For general use in bilateral "net" licensing involving U.S. patents but not world-wide - Occasional commercial decision made not to use this.

75-1

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SECTION 4. LICENSEE grants under all patents issued in countries other than the United States and owned or controlled by it or its associated companies, royalty-free immunity relating to the sale, lease or use in such other countries of equipments specified in Section 2 of this Article I, and maintenance parts therefor, manufactured under the licenses granted herein under LICENSEE's patents issued in the United States.

1 2 Licensee's reference name - l & s caps.
2 If Licensee is an individual, change "it" to "him".
3 If Licensee is not a corporation, delete "or its associated companies" and insert a comma after "it", or, if Note 2 is applicable, after "him".
4 If Licensee is top company, change "associated companies" to "subsidiaries".
5 2 Check Section and Article numbers.
6 If maintenance parts not involved, delete reference to them.