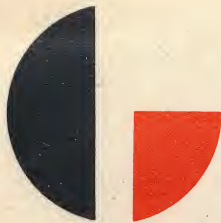


November 23, 1971



**DATA GENERAL  
CORPORATION**

6500 Jericho Turnpike  
Commack, Long Island, N. Y. 11725  
(516) 864-2700

Mr. Ted Nelson  
The Nelson Organization, Inc.  
458 West 20th Street  
New York, New York 10011

Dear Ted:

Thank you for your interest in Data General Corporation. I am enclosing a quotation for an 8K Nova 1210 with teletype. I am also quoting as optional the 64K word fixed head disk and the 1.25 million word removable disk. As we discussed, LINC tape would be \$6,950 for this system, including all software and interfacing.

The standard OEM discount is 10% for one line item, 15% for two line items, 19% for three line items up to 40% for 200 or more line items for items scheduled for delivery within one year. I have included a representative quote for ten systems to be delivered within one year to give you an indication of the power of the discount.

If I can be of any additional assistance, please do not hesitate to call.

Very truly yours,

*Stan Gebler /kjp*

Stan Gebler  
Sales Representative

SG:kjp

Encs: Quotation  
How To Use the Nova Computers  
D. O. S. Manual  
Nova Line Price List



**DATA GENERAL CORPORATION**  
 Route 9  
 Southboro, Massachusetts 01772  
 Tel. (617) 485-9100 TWX 710-390-0309

**QUOTATION**

QUOTATION NO. **3308**

PLEASE REFER TO THIS QUOTATION NO.  
 IN ALL CORRESPONDENCE AND ORDERS.

NEAREST DGC SALES OFFICE

TO: • The Nelson Organization, Inc.  
 • 458 West 20th Street  
 • New York, New York 10011

• 6500 Jericho Turnpike  
 • Commack, New York 11725

THANK YOU FOR YOUR INQUIRY. WE ARE PLEASED TO QUOTE AS FOLLOWS:

DATE		REFERENCE:	FREIGHT CHARGES:	TERMS: NET CASH	F.O.B. SOUTHBORO, MASS.	
11/23/71			PREPAY AND ADD			
ITEM	QUANTITY	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET PRICE	TOTAL
8134	1	Nova 1210 CPU w/8K core memory	\$ 5,400	10%	\$ 4,860.00	\$ 4,860.00
4007	1	I/O interface subassembly	200	10%	180.00	180.00
4010	1	Teletype I/O interface	150	10%	135.00	135.00
4010A	1	Teletype Model 33 ASR	1,250	N/A	1,250.00	1,250.00
						<u>\$ 6,425.00</u>
<b>OPTIONAL:</b>						
46	1	Disk control	4,000	10%	3,600.00	\$ 3,600.00
17	1	Adapter and power supply	1,700	10%	1,530.00	1,530.00
7A	1	Disk drive (Diablo 31)	5,000	N/A	5,000.00	5,000.00
						<u>\$10,130.00</u>
4019	1	Disk control	3,000	10%	2,700.00	\$ 2,700.00
4019A	1	64K Fixed head disk	4,250	N/A	4,250.00	4,250.00
						<u>\$ 6,950.00</u>
<b>TEN SYSTEM PRICE BREAKDOWN:</b>						
8134	10	Nova 1210 CPU w/8K core memory	5,400	26%	3,996.00	\$39,960.00
4007	10	I/O interface subassembly	200	26%	148.00	1,480.00
4010	10	Teletype I/O interface	150	26%	111.00	1,110.00
4010A	10	Teletype Model 33 ASR	1,250	N/A	1,250.00	12,500.00
						<u>\$55,050.00</u>
<b>OPTIONAL:</b>						
4019	10	Disk control	3,000	26%	2,220.00	\$22,200.00
4019A	10	64K Fixed head disk	4,250	N/A	4,250.00	42,500.00
						<u>\$64,700.00</u>

**ATTACHMENTS:**

- DGC Discount Agreement Form 202, Rev. 3
- DGC Program License Agreement Form 500
- DGC Program Availability Form 501

↓ DELIVERY SCHEDULE ↓

THIS QUOTATION SHALL REMAIN FIRM FOR 30 DAYS FROM THE DATE HEREOF, UNLESS MODIFIED IN WRITING BY DATA GENERAL CORPORATION PRIOR TO OUR ACCEPTANCE OF YOUR CONTRACT OFFER, AND IS SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON THE REVERSE SIDE AND EXECUTION OF THE ATTACHED AGREEMENTS. ANY CONTRACT RESULTING FROM THIS QUOTATION MUST BE SIGNED IN SOUTHBORO, MASS. BY A DULY AUTHORIZED REPRESENTATIVE OF DATA GENERAL CORPORATION.

BY Stan Gebler

1. **PRICES:** Retail prices for DGC Products shall be in accordance with the standard DGC price list in effect at the time DGC accepts the Purchase Order or as specified on an authorized DGC quotation in force at the time the order is placed.

DGC prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, are subject to an increase equal in amount to any tax DGC may be required to collect or pay upon the sale or delivery of the products purchased. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, the Buyer will obtain and pursue such certificate, document or proceeding.

2. **DELIVERY.** A. Delivery will be made F.O.B., DGC's plant, Southboro, Massachusetts. The time of delivery is the time when the product to be delivered is ready for pickup by the carrier. Products held or stored for the Buyer shall be at the risk of the Buyer. The Buyer shall also be liable for the expense of holding or storing products at his request.

B. DGC shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires or floods, or epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, delays in transportation, delays in delivery by DGC Vendors, or any other causes beyond the reasonable control of DGC. The delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this clause.

C. Ownership of the products shall pass to Buyer upon delivery by DGC. However, DGC shall retain a purchase money security interest in the equipment sold pursuant to this Agreement, together with all parts, fittings, accessories, special tools, renewal and replacements, now or hereafter acquired by BUYER (collectively called the "Collateral") and to the proceeds thereof until the full purchase price and all other liabilities due or to become due to DGC shall have been paid. BUYER agrees to execute appropriate financing statements or other documents as DGC may deem necessary to protect its security interest and to pay all expenses for recording thereof. Upon any default by BUYER under this Agreement, DGC shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative.

3. **SHIPMENT:** In the absence of specific instructions, DGC will select the carrier, but such carrier shall not be the agent of DGC, nor shall DGC assume any liability with regard to the shipment.

4. **TERMS:** Terms are net cash upon delivery, except where satisfactory open account credit is established, in which case terms are net 30 days from date of invoice. DGC reserves the right to revoke any credit extended at DGC's sole discretion. Invoices will be issued on delivery and, in case of authorized deliveries in installments, Buyer agrees to pay such invoices when due regardless of other scheduled deliveries.

5. **DOCUMENTATION AND TRAINING:** DGC will supply all documentation applicable to the products ordered and normally supplied at no charge. With a DGC system, such documentation shall include a complete set of operator's instructions and diagnostic and basic software. Availability of certain DGC software is dependent upon the execution, by Buyer, of a DGC Program License Agreement (Form 500). Each system purchased entitles Buyer to a total of two man-weeks of course instruction in programming and maintenance.

6. **DATA AND PROPRIETARY RIGHTS IN DATA:** DGC normally supplies all necessary data for the proper installation, test, operation and maintenance of its products. Portions of this data are proprietary in nature and will be so marked. The Buyer agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by DGC as a result of the improper or unauthorized use of such data. DGC retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any products specified in the contract and to all discoveries, inventions, patent rights, etc., arising out of work done in connection with the contract and to any and all products developed as a result thereof, including the sole right to manufacture any and all such products.

7. **PATENT AND TRADEMARK INDEMNITY:** DGC, at its own expense, will defend any suit against Buyer for infringement of United States Patents and Trademarks by DGC products purchased from DGC provided: Buyer notify DGC promptly in writing of any action (and all prior claims relating to such action) and give DGC sole control of the defense of any such action and all negotiations for its settlement or compromise.

Exception: DGC assumes no obligation to defend or liability for any damages (including consequential) resulting from infringements to any other products or any patent claims covering completed equipment or any assembly circuit, combination, method, or process, in which, or in the manufacture or testing of which, any such products purchased from DGC may be used (notwithstanding that such products purchased from DGC may have been designed only for use in or may only be useful in such other patented products or such patented equipment, assembly, circuit, combination, method or process, or in the manufacturing or testing thereof and that such products purchased from DGC may have been purchased and sold for such use),

or resulting from designs supplied by the Buyer, or for any trademark infringement involving any marking or branding not applied by DGC or involving any marking or branding applied at the request of the Buyer.

At its option, DGC may at any time replace or modify any products so that they become non-infringing provided such replacement or modification does not materially affect performance of the products.

No costs or expenses shall be incurred for the account of DGC without DGC's written consent.

In no event shall DGC's total liability under this clause exceed the purchase price of the infringing products.

The foregoing states the entire liability of DGC with regard to patent or trademark infringement by DGC products or their operation.

#### 8. WARRANTY:

A. DGC equipment is warranted free from manufacturing and material defects for a period of 90 days after delivery. Any equipment purchased from DGC which becomes defective during this period will be repaired or replaced at the site of the customer or at the DGC plant in Southboro, Massachusetts. The only exception to this warranty are Teletypes<sup>®</sup> manufactured by Teletype Corporation. Teletypes are warranted for 30 days by DGC.

B. All freight charges within the continental limits of the United States for repair or replacement of a defective product will be borne by DGC, except that no such charges will be accepted without DGC's prior written authorization.

C. All warranties are contingent upon proper use in the application for which the products were intended and do not cover products which have been modified without DGC's approval or which have been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered.

D. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, DGC GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ON PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, and the stated express warranty is in lieu of all liabilities or obligations of DGC for damages including, but not limited to, consequential damages occurring out of or in connection with the use of performance of DGC products.

9. **ACCEPTANCE OF COMPUTERS AND COMPUTER OPTIONS:** The criterion for acceptance of Computers and Computer options shall be the successful operation of the equipment using DGC's standard test procedures and programs applicable to the system involved. DGC does not include demonstrations or testing of any computer software system as part of computer acceptance tests. All acceptance tests shall be run by DGC personnel at Southboro, Massachusetts. If he so requests in writing, the Buyer will receive a minimum of 24 hours notice so that he may witness the tests.

10. **SUBSTITUTIONS AND MODIFICATIONS:** DGC assumes the right to make substitutions and modifications in the specifications of equipment designed by DGC providing that such substitutions or modifications will not materially affect performance of the equipment.

11. **TOOLS:** DGC shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and other tools made for or obtained in connection with this contract.

12. **CANCELLATION:** Buyer shall be liable for the payment of reasonable cancellation charges, which shall not exceed the retail list prices of the items cancelled and including but not limited to expenses already incurred by DGC, actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit.

For purposes of this paragraph, any delivery delay requested by Buyer will be considered a cancellation unless agreed to in writing by an authorized representative of DGC by acknowledgement of a purchase order amendment that specifies the payment of any agreed upon costs such delay imposes on DGC.

13. **GENERAL:** A valid contract binding upon DGC will come into being only at the time a formal written acceptance of the order is dispatched to the Buyer by a duly authorized agent of DGC at Southboro, Massachusetts. This contract is made in, governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. This contract is not assignable and any attempt to assign any rights, duties or obligations under this contract will be void. All DGC rights and remedies, whether evidenced hereby or by any other contract, instrument or paper shall be cumulative and may be exercised singularly or concurrently. In the event either party shall on any occasion fail to perform any term of this contract and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion. **LIMITATION OF LIABILITY:** In no event will DGC be liable for special, indirect or consequential damages.

14. **MODIFICATION:** The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Buyer for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized officer of DGC at Southboro, Massachusetts.

®Teletype is a registered trademark of Teletype Corporation, Skokie, Ill.

#### SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

##### Applicable to the Sale of Products for U. S. Government End-Use

The following clauses set forth in the Armed Services Procurement Regulations, as in effect on the date hereof, are incorporated herein when a Government contract number is specified on this contract. In the clauses marked with \*\*, the term "Contractor" shall mean Seller; and "Government" and "Contracting Officer" shall mean Buyer or the Government. If this contract is placed under a National Aeronautics and Space Administration prime contract, reference to ASPR clauses below or elsewhere in the order shall be deemed to have reference to the equivalent, if any, NASA PR clauses.

6-104.5	Buy American Act.	7-103.17	Walsh-Healy Public Contracts Act	7-103.22	Authorization and Consent
7-103.2	Changes.**	7-103.18	Equal Opportunity Clause	7-103.23	Notice and Assistance
7-103.13	Renegotiation	7-103.19	Officials Not to Benefit	7-104.4	Notice to the Government of Labor Disputes **
7-103.16	Contract Work Hours. Standards Act.	7-103.20	Covenant Against Contingent Fees.	7-104.15	Examination of Records

In addition to the above, DGC certifies that its facilities are non-segregated.  
FORM 100 8/71