

BSD Unix

Kusick
4.4

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CSRG Archive CD-ROMs

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Thanks to the efforts of the volunteers of the "PDP-11 Unix Preservation Society" (PUPS) and the willingness of The Santa Cruz Operation to make inexpensive personal source code licenses available, it is now possible to make the full source archives of the University of California at Berkeley's Computer Systems Research Group (CSRG) available.

The archive contains four CD-ROM's with the following content:

CD-ROM #1 - Berkeley Systems 1978 - 1986

1bsd	2.9pucc	4.1.snap	4.2buglist
2.10	2bsd	4.1a	4.3
2.79	3bsd	4.1c.1	VM.snapshot.1
2.8	4.0	4.1c.2	pascal.2.0
2.9	4.1	4.2	pascal.2.10

CD-ROM #2 - Berkeley Systems 1987 - 1993

4.3reno	4.4BSD-Lite1	net.1
4.3tahoe	VM.snapshot.2	net.2

CD-ROM #3 - Final Berkeley Releases

4.4	4.4BSD-Lite2
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CD-ROM #4 - Final /usr/src including SCCS files

Contrib	admin	games	local	sys
Makefile	bin	include	old	usr.bin
README	contrib	lib	sbin	usr.sbin
SCCS	etc	libexec	share	

The University of California at Berkeley wants you to know that these CD-ROMs contain software developed by the University of California at Berkeley and its many contributors.

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The CD-ROM's are produced using standard pressing technology, not using write once CD-R technology. Thus, they are expected to have a 100 year lifetime rather than the 10-20 years expected of CD-R disks. The CD's are sold only in complete sets, they are not available individually. The price for the 4-CD set is \$99.00. [Click here](#) to place an order. The compilation of this archive is copyright 1998 by Marshall Kirk McKusick. You may freely redistribute it to other properly licensed people. However, I would appreciate your buying your own copy to help cover the costs that I incurred in producing the archive.

THE SANTA CRUZ OPERATION, INC.
SPECIAL SOFTWARE LICENSE AGREEMENT FOR ANCIENT UNIX SOURCE CODE

Agreement Number: _____
(to be assigned by SCO upon acceptance)

A. THE SANTA CRUZ OPERATION, INC., a California corporation (SCO), having an office at 400 Encinal Street, Santa Cruz, California 95061-1900 and LICENSEE, as defined in the signature block of this Agreement agree that, as of the Effective Date hereof, as defined in Section 7.1, the terms and conditions set forth in this Agreement shall apply to use by LICENSEE of SOURCE CODE PRODUCTS subject to this Agreement.

B. SCO makes certain licensing rights for SOURCE CODE PRODUCTS available under this Agreement, including rights to make and use DERIVED BINARY PRODUCTS. Such SOURCE CODE PRODUCT is identified in Section 3 of this Agreement .

C. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merge all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date of acceptance hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. No provision appearing on any form originated by LICENSEE shall be applicable unless such provision is expressly accepted in writing by an authorized representative of SCO.

F. The AUTHORIZED COUNTRY for this Agreement shall be _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LICENSEE:

THE SANTA CRUZ OPERATION, INC.

By: _____

Name Title

Address Printed name and title

Address

Address Date

By _____

Print or Type Name and title _____

Phone and FAX, please _____

Email address - required _____

I. DEFINITIONS

1.1 AUTHORIZED COUNTRY means one or more countries specified on page 1 of this Agreement.

1.2 CPU means a computer having one or more processing units and a single global memory space.

1.3 COMPUTER PROGRAM means any instruction or instructions for controlling the operation of a CPU.

1.4 DERIVED BINARY PRODUCT means COMPUTER PROGRAMS in OBJECT CODE format based on a SOURCE CODE PRODUCT.

1.5 DESIGNATED CPU means all CPUs licensed as such for a specific SOURCE CODE PRODUCT.

1.6 OBJECT CODE means a COMPUTER PROGRAM in binary form, resulting from the compilation of SOURCE CODE by computer or compiler into machine executable code and which is in a form of computer programs not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by computer.

1.7 SOURCE CODE means COMPUTER PROGRAMS written in certain programming languages in electronic media form and in a form convenient for reading and review by a trained individual, such as a printed or written listing of programs, containing specific algorithms, instructions, plans, routines and the like, for controlling the operation of a computer system, but which is not in a form that would be suitable for execution directly on computer hardware.

1.8 SOURCE CODE PRODUCT means a SCO software offering, primarily in SOURCE CODE form. Such offering may also include OBJECT CODE components.

1.9 SUCCESSOR OPERATING SYSTEM means a SCO software offering that is (i) specifically designed for a 16-Bit computer, or (ii) the 32V version, and (iii) specifically excludes UNIX System V and successor operating systems.

2. GRANT OF RIGHTS

2.1 (a) SCO grants to LICENSEE a personal, nontransferable and nonexclusive right to use, in the AUTHORIZED COUNTRY, each SOURCE CODE PRODUCT identified in Section 3 of this Agreement, solely for personal use (as restricted in Section 2.1(b)) and solely on or in conjunction with DESIGNATED CPUs, and/or Networks of CPUs, licensed by LICENSEE through this SPECIAL SOFTWARE LICENSE AGREEMENT for such SOURCE CODE PRODUCT. Such right to use includes the right to modify such SOURCE CODE PRODUCT and to prepare DERIVED BINARY PRODUCT based on such SOURCE CODE PRODUCT, provided that any such modification or DERIVED BINARY PRODUCT that contains any part of a SOURCE CODE PRODUCT subject to this Agreement is treated hereunder the same as such SOURCE CODE PRODUCT. SCO claims no ownership interest in any portion of such a modification or DERIVED BINARY PRODUCT that is not part of a SOURCE CODE PRODUCT.

(b) Personal use is limited to noncommercial uses. Any such use made in connection with the development of enhancements or modifications to SOURCE CODE PRODUCTS is permitted only if (i) neither the results of such use nor any enhancement or modification so developed is intended primarily for the benefit of a third party and (ii) any copy of any such result, enhancement or modification, furnished by LICENSEE to a third party holder of an equivalent Software License with SCO where permitted by Section 8.4(b) below, is furnished for no more than the cost of reproduction and shipping. Any such copy that includes any portion of a SOURCE CODE PRODUCT shall be subject to the provisions of such Section 8.4.

(c) LICENSEE may produce printed and on-line copies of documentation included with the SOURCE CODE PRODUCT as necessary for use with the DESIGNATED CPUs. All copies must include a legally sufficient copyright notice and a statement that the documents include a portion or all of SCO's copyrighted documentation, which is being reproduced with permission.

(d) Commercial use by LICENSEE of SOURCE CODE PRODUCTS or of any result, enhancement or modification associated with the use of SOURCE CODE PRODUCTS under this Agreement is not permitted. Such commercial use is permissible only pursuant to the terms of an appropriate commercial software agreement between SCO or a corporate affiliate thereof and LICENSEE. For purposes of this Agreement, commercial use includes, but is not limited to, furnishing copies to third parties in a manner not permitted by Section 8.4(b).

(e) SCO also grants LICENSEE a personal, nontransferable and nonexclusive right to make copies of DERIVED BINARY PRODUCTS and, subject to U. S. Government export requirements and to Section 8.4(b), to furnish such copies directly to other LICENSEES who have an equivalent Software License with SCO before or at the time of furnishing each copy of a DERIVED BINARY PRODUCT.

2.2 (a) Any notice acknowledging a contribution of a third party appearing in a SOURCE CODE PRODUCT shall be included in corresponding portions of DERIVED BINARY PRODUCTS made by

LICENSEE.

(b) Each portion of a DERIVED BINARY PRODUCT shall include an appropriate copyright notice. Such copyright notice may be the copyright notice or notices appearing in or on the corresponding portions of the SOURCE CODE PRODUCT on which such DERIVED BINARY PRODUCT is based or, if copyrightable changes are made in developing such DERIVED BINARY PRODUCT, a copyright notice identifying the owner of such changes.

2.3 No right is granted hereunder to use any trademark of SCO (or a corporate affiliate thereof). However, LICENSEE must state in packaging, labeling or other wise that a DERIVED BINARY PRODUCT is derived from SCO's software under license from SCO and identify such software (including any trademark, provided the proprietor of the trademark is appropriately identified). LICENSEE agrees not to use a name or trademark for a DERIVED BINARY PRODUCT that is confusingly similar to a name or trademark used by SCO (or a corporate affiliate thereof).

2.4 A single back-up CPU may be used as a substitute for the DESIGNATED CPU without notice to SCO during any time when such DESIGNATED CPU is inoperative because it is malfunctioning or undergoing repair, maintenance or other modification.

3. LICENSED SOURCE CODE PRODUCTS

The SOURCE CODE PRODUCTS to which SCO grants rights under this Agreement are restricted to the following UNIX Operating Systems, including SUCCESSOR OPERATING SYSTEMS, that operate on the 16-Bit PDP-11 CPU and early versions of the 32-Bit UNIX Operating System with specific exclusion of UNIX System V and successor operating systems:

16-Bit UNIX Editions 1, 2, 3, 4, 5, 6, 7
32-bit 32V

4. DELIVERY

SCO makes no guarantees or commitments that any SOURCE CODE PRODUCT is available from SCO. If available, SCO will, within a reasonable time after SCO receives the fee specified in this Agreement for a SOURCE CODE PRODUCT, furnish to LICENSEE one (1) copy of such SOURCE CODE PRODUCT.

5. EXPORT

5.1 LICENSEE agrees that it will not, without the prior written consent of SCO, export, directly or indirectly, SOURCE CODE PRODUCTS covered by this Agreement to any country outside of the AUTHORIZED COUNTRY.

5.2 LICENSEE hereby assures SCO that it does not intend to and will not knowingly, without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230, transmit,

directly or indirectly:

(i) any SOURCE CODE PRODUCT subject to this Agreement; or

(ii) any immediate product (including processes) produced directly by the use of any such SOURCE CODE PRODUCT;

to Afghanistan, the People's Republic of China or any Group Q, S, W, Y or Z country specified in Supplement No. 1 to Section 370 of the Export Administration Regulations issued by the U.S. Department of Commerce.

5.3 LICENSEE agrees that its obligations under Sections 5.1 and 5.2 shall survive and continue after any termination of rights under this Agreement.

6. FEES AND TAXES

6.1 In consideration for the rights granted to LICENSEE for use of the SOURCE CODE PRODUCTS identified in Section 3 above, LICENSEE shall pay to SCO a one-time Right-to-Use Fee of US\$100.00 for the DESIGNATED CPUs at the time this Agreement is returned to SCO for final execution.

6.2 Payment to SCO shall be made in United States dollars to SCO at the address specified in Section 8.8(a).

6.3 LICENSEE shall pay all taxes (and any related interest or penalty), however designated, imposed as a result of the existence or operation of this Agreement, including, but not limited to, any tax which LICENSEE is required to withhold or deduct from payment to SCO, except (i) any tax imposed upon SCO (or a corporate affiliate thereof) in the jurisdiction in which the aforesaid office of LICENSEE is located if such tax is allowable as a credit against United States income taxes of SCO (or such an affiliate) and (ii) any income tax imposed upon SCO (or such an affiliate) by the United States or any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). To assist in obtaining the credit identified in (i) of this Section 5.05, LICENSEE shall furnish SCO with such evidence as may be required by United States taxing authorities to establish that any such tax has been paid. The Fee specified in Section 6.1 above do not include taxes. If SCO is required to collect a tax to be paid by LICENSEE, LICENSEE shall pay such tax to SCO on demand.

7. TERM

7.1 This Agreement shall become effective on and as of the date of acceptance by SCO. The initial term of this Agreement shall be for one (1) year. Thereafter, the Agreement will automatically renew for successive one (1) year terms unless either party gives the other, no later than ninety (90) days before the end of the initial term, or then current extension, written notice of its intent to terminate this Agreement. Nothing in this Agreement shall be construed to require either