EXHIBIT 4

November 3, 1995

Mr. David Schultz
UNISYS CORPORATION
2700 North First Street
San Jose, CA 91534-2028

Re: Fully Executed Agreements for the UnixWare® 2.01 Software

Dear David

Please find attached the following fully executed documents:

1. Letter agreement which identifies the results of negotiations between NOVELL, INC. and UNISYS CORPORATION. It lists various areas of understanding pertaining to agreements, payments, dates and future direction.

2. UnixWare 2.01 Source for Support Agreement.

3. Supplement and Licensing Order Form for item #2 and additional Binary Fees.

4. Supplement and Licensing Order Form for which covers UnixWare 2.01 Technology Licensing Package and is a supplement to the main agreement.

I will notify our manufacturing facility to prepare the software for shippment to your attention. I would expect this to takeplace early next week. If you have any questions, please feel free to call.

Bill Murphy

Bill Murphy

508
747-5075 FAX

SCO1039894

░ N O V E L L.

SUPPLEMENT AND LICENSING ORDER FORM

D5147

Date: OCTOBER 20, 1995
(offer valid for 60 days)

Customer Name ___UNISYS CORPORATION___   Customer No. 1947-22-1   Type: C E G (circle)
Agmt. No. SOFT-00989   Supp. No. 230   Sales Rep. LARRY BOUFFARD   Sales Rep Id. 40

A Schedule for such SOFTWARE PRODUCTS is attached to this Supplement. This Supplement will be made part of the referenced Agreement upon execution and acceptance of this Supplement.

BILL TO ADDRESS

Attention: _____

_____

_____

Contact: _____ Phone: _____
P.O. No.: _____ Check No.: _____

In the case of shipments to shipping designations outside the United States, LICENSEE and NOVELL expressly agree that beneficial and legal title to, ownership of, right to possession of, control over, and risks of loss and damage to the tangible form of the SOFTWARE PRODUCTS shall remain with NOVELL until the shipment physically arrives at the port of entry, prior to customs processing, in the importing country (or at a bonded warehouse within the jurisdictional boundaries of Canada or Mexico if LICENSEE requests shipment to those countries). NOVELL retains all title and ownership of all intellectual property rights in the SOFTWARE PRODUCTS. NOVELL does not transfer any portion of such title and ownership to LICENSEE.

COMMENTS

_____

_____

SBL: 95-58

Date entered: 11/7/95 By: _____

SHIP TO ADDRESS

Company Name: UNISYS CORPORATION
Attention: ___Mr. DAVID SCHULTZ___

___2700 NORTH FIRST STREET___
SAN JOSE, CA 95134-2028

Phone: ___(408) 434-2182___

SOURCE CPU INFORMATION

CPU Type: _____
CPU Serial No.: _____
CPU Address: _____

_____

_____

CPU Type: _____
CPU Serial No.: _____
CPU Address: _____

_____

ORDER DESCRIPTION

	CAT CODE	PRICE CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	UW05P004	CSOINU2	UnixWare 2.01 SCP	1		0
2						
3						

Payment Terms: _____   Total Order: $_____ 0

UNISYS CORPORATION
(Company Name)
BY: _____
(Signature)
David G. Schultz
(Print or Type Name)
Manager OEM Contracts
(Title)
November 1, 1995

NOVELL, INC
By: _____
for _____
Stephen T. Baker
Director, Software Licensing
NOV 3 1995

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This Schedule in conjunction with the Software Agreement and Sublicensing Agreement defines the right-to-use fees, right-to-use terms and conditions, sublicensing fees, and sublicensing terms and conditions for the subject SOFTWARE PRODUCT. This Schedule is structured as a series of exhibits, as listed below.

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Schedule for
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EXHIBIT A

<u>SOURCE RIGHT-TO-USE-FEES</u>

This Exhibit defines the right-to-use fees for the subject SOFTWARE PRODUCTs.

1.   Right-to-use fees payable for UnixWare Release 2.0 Platform ("UW2.0 Platform"), UnixWare Release 2.0 VERITAS™ Journaling File System ("UW2.0 VjFS™"), UnixWare Release 2.0 NetWare UNIX Client ("UW2.0 NUC" or "UW2.0 NUC-only"), and UnixWare Release 2.0 Edison Design Group Inc. C++/C Front End Compiler ("UW2.0 EDG Compiler"), each of which shall be deemed to be a UnixWare Release 2.0 ("UW2.0") SOFTWARE PRODUCT under this Schedule:

   (a) Initial DESIGNATED CPU for UW2.0 Platform (Includes right-to-use for NUC)   US$ 375,000

   (b) Upgrade fee for the Initial DESIGNATED CPU for UW2.0 Platform upgraded
        from UNIX System V Release 4.2 MP ("SVR4.2 MP") Platform   US$ 150,000

   (c) Initial DESIGNATED CPU for UW2.0 VjFS **provided LICENSEE has also
        obtained the right-to-use the UW2.0 Platform pursuant to Section 1(a)
        or (b) above**   US$ 10,000

   (d) Initial DESIGNATED CPU for UW2.0 NUC-only (Includes right to sublicense
        NUC SOFTWARE)   US$ 75,000

   (e) Initial DESIGNATED CPU for UW2.0 EDG Compiler **provided LICENSEE has
        also obtained the right-to-use the UW2.0 Platform pursuant to Section 1(a)
        or (b) above**   US$ 150,000

   (f) For each such SOFTWARE PRODUCT:

        (i)   Each additional DESIGNATED CPU previously licensed under a Supplement
              containing a Schedule for UNIX System V or UnixWare 1.1 ("UW1.1")   US$ 3,000

        (ii) Each other additional DESIGNATED CPU   US$ 5,000

        (iii) Each NETWORK OF CPUs for which LICENSEE has acquired rights under
              a Supplement containing a Schedule for UNIX System V or UW1.1   US$ 30,000[1]

        (iv) Each other NETWORK OF CPUs   US$ 50,000[1]

2.   Fees for items in Section 1(f) do not cover distribution of a copy of any UW2.0 SOFTWARE PRODUCT.

3.   Distribution fee for an additional copy of each item in Section 1(a-e)[2]   US$ 3,000

4.   Distribution fee for an additional copy of Novell, Inc.'s ("NOVELL®") implementation
     of OSF/Motif® as described in Section 6 of Exhibit B to this Schedule[2]   US$ 3,000

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[1] This fee is payable in addition to the Initial DESIGNATED CPU right-to-use fee, and includes the right-to-use for this SOFTWARE PRODUCT on one (1) properly identified DESIGNATED CPU. Such additional DESIGNATED CPU may be, but need not be, part of the NETWORK OF CPUs.

[2] At any time, NOVELL reserves the right to discontinue the availability of distribution copies of SOFTWARE PRODUCTS available under

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EXHIBIT B

SOURCE RIGHT-TO-USE TERMS AND CONDITIONS

This Exhibit defines additional right-to-use terms and conditions for the subject SOFTWARE PRODUCT.

NETWORK OF CPUs

1.   Each remote CPU on a NETWORK OF CPUs shall be deemed to be a DESIGNATED CPU subject to all the terms of the Software Agreement and Sublicensing Agreement, including fees; provided however, that no additional DESIGNATED CPU right-to-use fee shall be payable for any such remote CPU if, and only if, (i) the only access of such remote CPU to the SOFTWARE PRODUCT is from a DESIGNATED CPU of such network, for which the applicable DESIGNATED CPU right-to-use fee has been paid, (ii) the radius of such network does not exceed 50-miles (80 kilometers), (iii) any such applicable SUBLICENSED PRODUCT per-copy fee has been paid for any remote CPU executing a copy of a SUBLICENSED PRODUCT, and (iv) the NETWORK OF CPUs right-to-use fee has been paid for such network.

Notwithstanding the above paragraph, identification and registration of remote CPUs to NOVELL is not required.

If a SOFTWARE PRODUCT resides on a remote CPU independent of the network, such CPU is a DESIGNATED CPU and requires payment of the applicable DESIGNATED CPU right-to-use fee.

DOCUMENTATION

2.   LICENSEE may produce printed and on-line copies of documentation provided with this SOFTWARE PRODUCT, **except for NCP DOCUMENTATION of which no copies are allowed to be made**, as necessary for use with DESIGNATED CPUs. All copies must include a legally sufficient copyright notice and a statement that the documents include a portion or all of NOVELL's copyrighted documentation, which is being reproduced with permission.

FEE CHANGES

3.   All fees listed in Exhibit A of this Schedule are subject to change upon sixty (60) days written notice to LICENSEE.

TECHNICAL AUDITING

4.   (a)   LICENSEE agrees to keep records by location, type and serial number of each DESIGNATED CPU for UW2.0 SOFTWARE PRODUCT(s).

(b)   NOVELL shall have the right through its accredited auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually. Such audit shall include all records kept by LICENSEE relating to the location and use of each copy of the SOFTWARE PRODUCT in LICENSEE's possession, custody, or control.

(c)   If after reviewing the above records, NOVELL has reasonable basis to believe that LICENSEE is not using the subject SOFTWARE PRODUCT(s) in a manner consistent with the terms and conditions of the Software Agreement and that the LICENSEE is not taking adequate steps to correct inconsistencies, NOVELL shall have the right, upon reasonable notice to LICENSEE, to have its accredited auditing representatives make an on-site inspection during normal business hours, not more frequently than annually, of all of LICENSEE's

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LICENSEE, under the terms of a reasonable and appropriate confidentiality agreement executed by the auditor during such inspection. The type of information provided to NOVELL by the auditor as a result of an on-site inspection shall be restricted to: (i) the number of unreported CPUs on which the subject SOFTWARE PRODUCT(s) were being used by or on behalf of LICENSEE, and which therefor should have been listed as DESIGNATED CPUs in an appropriate Supplement to the Software Agreement, and (ii) the location, type and serial numbers of such CPUs.

THIRD PARTY SOFTWARE INCLUDED IN UNIXWARE RELEASE 2.0

5.   The following Third Party Software products are included in the UW2.0 Platform in object-code only:

(I)   Open Software Foundation Software Product which shall mean the OSF/Motif Release 1.2 ("OSF/Motif") software product of the Open Software Foundation, Inc. ("OSF")

(ii)   VERITAS Software Product which shall mean the Veritas Journaling File System product of Veritas Software Corporation.

(iii)   Adobe™ Software Products which shall mean the Adobe Type Manager™ ("ATM™ OBJECT"), UTOPIA™ FONTS, and ATM BASIC FONTS software products of Adobe Systems Inc.

(iv)   Locus Software Product which shall mean the Advanced Merge™ software product of Locus Computing Corporation.

(v)   Electronic Book Technologies Software Product which shall mean the *Dyna*Text™ Document Browser ("Browser") software product of Electronic Book Technologies, Inc. ("EBT").

(vi)   Compaq Software Products which shall mean the following software products from Compaq Corporation: (a) IDA driver, (b) SCSI drivers, (c) QVision driver, (d) NetFlex driver, (e) HiLance driver, (f) Storage Subsystem driver, (g) Systems Wellness driver, (h) Insight Agents driver, (i) SmartStart Install driver, (j) Boot From CD-ROM, (k) Update in Place Utility, and (l) Inspect Utility.

(vii)   Tricord Software Products which shall mean the following software products from Tricord Inc.: (a) ISS/IIOP (HBA) driver, (b) IMS driver, and (c) ES5000 Family PSM.

(viii)   Intel Software Product which shall mean the PCI Source driver software product from Intel Corporation.

(ix)   Edison Design Group Software Product which shall mean the C++/C Front End Compiler software product from Edison Design Group Inc. ("EDG").

With respect to Third Party Software listed in this Section 5, LICENSEE agrees to use the same degree of care in protecting the proprietary rights of all third parties and their suppliers as it uses to protect its own proprietary information of like nature, but in no event less than a reasonably prudent business would exercise under similar circumstances. Thus, for example, LICENSEE agrees that it will not attempt to reverse engineer, reverse compile, disassemble or otherwise attempt to create source code which is derived from the object-code format. In addition, no rights are granted by this Schedule to modify any Third Party Software products listed in this Section 5.

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ADDITIONAL REQUIREMENTS

6. **OSF/MOTIF SOFTWARE**

A source code version of NOVELL's implementation of OSF/Motif software designed to work with the UW2.0 Platform is available. **In order for a LICENSEE to receive the source code for NOVELL's implementation of the OSF/Motif software as part of the UW2.0 Platform, the LICENSEE must demonstrate to NOVELL that LICENSEE has a valid source code license from the Open Software Foundation for Version 1.2 of OSF/Motif software.** Upon LICENSEE's execution and NOVELL's acceptance of the Supplement covering the UW2.0 Platform and containing this Schedule, payment of the required fees, and demonstration of a valid source code license for OSF/Motif software, NOVELL will provide LICENSEE with a free distribution copy of NOVELL's source code implementation of the OSF/Motif software. Any additional distribution copy requested by LICENSEE will be subject to the distribution fee listed in Section 4 of Exhibit A. The source code for NOVELL's implementation of the OSF/Motif software is packaged on a separate tape from the UW2.0 Platform. LICENSEEs are responsible for conformance to the appropriate terms and conditions as set forth in their OSF/Motif license with the Open Software Foundation, including any additional source fees due to OSF.

7. **VERITAS SOFTWARE**

The VERITAS Journaling File System software is available in source code format as specified in Section 1(c) of Exhibit A. Notwithstanding Section 5 of this Exhibit, LICENSEE may use such source code to create bug fixes for the VjFS object-code version provided with the UW2.0 Platform, and may port the VjFS SOFTWARE PRODUCT to UW2.0 based platforms on architectures other than the Intel x86 chip architecture. No rights are granted to modify functionality, or to create other types of derivative works other than those just described above. If LICENSEE wishes to acquire additional rights, including rights to create derivative works, LICENSEE must license the VERITAS File System (VxFS™) under a separate license available from NOVELL or Veritas Software Corporation.

8. **ADOBE SOFTWARE**

If LICENSEE wishes to use ATM OBJECT, UTOPIA FONTS and ATM BASIC FONTS on DESIGNATED CPUs, such use is subject to Section 1 of Exhibit K of this Schedule. LICENSEE also understands that the right to use ATM BASIC FONTS hereunder is pursuant to agreements between Adobe Systems Incorporated and Typeface suppliers. In the event of termination of any such agreement, LICENSEE shall no longer be entitled to use the affected ATM BASIC FONT and NOVELL agrees to provide LICENSEE with rights to a substitute font for the affected font. Use of ATM OBJECT, UTOPIA FONTS and ATM BASIC FONTS may not be permitted in certain countries. A preapproved list of countries is available from NOVELL upon request.

In the event of termination of the agreement between NOVELL and Adobe under which Adobe Software Products are licensed hereunder, Adobe shall be a third-party beneficiary with respect to the provisions of this Schedule, the Software Agreement and the Sublicensing Agreement pertaining to LICENSEE's obligations regarding such Adobe Software Products and either NOVELL or Adobe shall have a right to enforce such provisions.

RESTRICTED RIGHTS

9.   LICENSEE will (i) identify the SOFTWARE PRODUCT provided under this Schedule in all proposals and agreements with the United States Government or any other contractor therefor; and (ii) legend or mark the SOFTWARE PRODUCT provided pursuant to any agreement with the United States Government or any contractor therefor, as follows in Sections (a) through (c) of this Section 9:

    (a)   For acquisition by or on behalf of civilian agencies, as necessary to obtain protection substantially equivalent to that afforded to restricted computer software and related documentation developed at private expense and which is existing computer software no part of which was developed with government funds and

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provided with Restricted Rights in accordance with subparagraphs (a) through (d) of the "Commercial Computer Software-Restricted Rights" clause C.F.R. 52.227-19 of the Federal Acquisition Regulations and its successors.

(b)   For acquisition by or on behalf of units of the Department of Defense ("DoD"), as necessary to obtain protection substantially equivalent to that afforded to commercial computer software and related documentation developed at private expense and provided with Restricted Rights as defined in DoD FAR Supplement 48 C.F.R. 252.227-7013(c)(1)(ii) and its successors in effect for all solicitations and resulting contracts issued on or after May 18, 1987.

(c)   Unpublished rights are reserved under the Copyright Laws of the United States. Contractor/Manufacturer is Novell, Inc., 2180 Fortune Drive, San Jose, CA 95131.

(d)   No source code of the SOFTWARE PRODUCT provided under this Schedule shall be provided to the United States Government unless the relevant agency has its own equivalent source code license for such SOFTWARE PRODUCT.

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EXHIBIT C

BINARY SUBLICENSING FEES

This Exhibit defines the sublicensing fees for the subject SOFTWARE PRODUCTS. Sublicensing fees consist of an initial fee plus a fee for each copy of a SUBLICENSED PRODUCT derived from the subject SOFTWARE PRODUCT.

1. INITIAL SUBLICENSING FEE

The following sublicensing fee is due once for all UW2.0 SOFTWARE PRODUCTS **except the NUC-only SOFTWARE PRODUCT** whose initial sublicensing fee is defined in Exhibit E of this Schedule.

(a) Initial Sublicensing Fee   US$ 25,000[3]

2. PER-COPY FEES

UW2.0 consists of Software Sets as described in Tables 1 to 5 listed in this Exhibit C. LICENSEES may distribute SUBLICENSED PRODUCTS with the payment of the applicable per-copy fees as described below.

Per-copy fees are calculated using one of the following options:

- Option 1 - X/Open Standard Systems or SPEC 1170 Standard Systems

- Option 2 - Non-Standard Systems

Adobe Software, NetWare UNIX Client Software and TCP/IP Protocol Software, collectively defined as "Selected Technology" are provided in this SOFTWARE PRODUCT.

Exhibits E, F and K set forth additional applicable per-copy fees and/or terms and conditions in addition to those specified in Exhibits C and D. Such additional per-copy fees and/or terms and conditions, where applicable, apply when such Selected Technology is distributed with a SUBLICENSED PRODUCT or where applicable, as a separate SUBLICENSED PRODUCT.

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[3] **This fee is waived for LICENSEEs who have previously paid the initial**

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(a) **PER-COPY FEES: OPTION 1 (X/OPEN or SPEC1170 Standard Systems)**

Option 1 may be applied only to SUBLICENSED PRODUCTS that meet the definition of a STANDARD SYSTEM or are designed to run on a STANDARD SYSTEM as defined in Section 8 of Exhibit L to this Schedule.

(i) For a SUBLICENSED PRODUCT based on one or more applicable Software Sets ("Bundled Set") the per-copy fee before any discount is applied is:

- the sum of the NOVELL PUBLISHED LIST PRICE(s) of the Software Sets included in such Bundled Set; or

- 2.5% of SYSTEM LIST PRICE

subject to a minimum of the sum of the NOVELL PUBLISHED LIST PRICE(s) of the applicable Software Set(s) included in the Bundled Set and a maximum of US$ 25,000.

(b) **PER-COPY FEES: OPTION 2 (Non-Standard Systems)**

Option 2 is applied to SUBLICENSED PRODUCTS which do not meet the definition of a STANDARD SYSTEM.

(i) For a SUBLICENSED PRODUCT based on one or more applicable Software Sets ("Bundled Set") the per-copy fee before any discount is applied is:

- two (2) times the sum of the NOVELL PUBLISHED LIST PRICE(s) of the Software Sets included in such Bundled Set; or

- 5% of SYSTEM LIST PRICE

subject to a minimum of two (2) times the sum of the NOVELL PUBLISHED LIST PRICE(s) of the applicable Software Set(s) included in the Bundled Set and a maximum of US$ 50,000.

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Software Sets

The following tables describe the Software Sets associated with the SOFTWARE PRODUCTS licensed under this Schedule.

Table 1. Personal Edition – LIMITED USE SYSTEM

Personal Edition Set

Package Name	Format
Access Control List Utilities	source
Adobe Type Manager (ATM)	binary
Advanced Commands	source
Advanced Merge (Single-User)	binary
Applications and Demos	source
Auditing Utilities	source
Base System*† (Includes TCP/IP Protocol Software)	source
BSD Compatibility	source
Desktop Manager*‡	source
Distributed File System Utilities	source
DynaText Document Browser	binary
Enhanced Application Compatibility*	source
Graphic Display Support	source
Graphics Supplemental Fonts	source
Graphics Utilities* (Includes WKSH)	source
Internet Utilities (Includes TCP/IP Protocol Software)	source
Language Extension (FIGS)	source
Language Supplement	source
NetWare Integration Kit	binary
NetWare Networking	source
NetWare UNIX Client	source
Network File System Utilities	source
Network Information Service (NIS)	source
Network Interface Card Support	binary or source
Network Management	source
Network Support Utilities* (Includes TCP/IP Protocol Software)	source
OA&M	source
Optimizing C Compilation System	source
OS Multiprocessor Support	source
Printer Support*	source
Remote Procedure Calls Utilities	source
Terminfo Utilities	source

See Section 6(d) of Exhibit D for further details regarding those packages marked with an asterisk (*) in Table 1 above.

† The following UW2.0 software is included in the Base System in **binary** only:
   (a) Bootable DR-DOS
   (b) VjFS

‡ The following UW2.0 software is included in the Desktop Manager in **binary** only:
   (a) Motif Runtime

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Table 2. Application Server -- UNLIMITED USE SYSTEM

(The Application Server Set contains all the packages in the Personal Edition Set plus the following packages;)

Application Server Set

Package Name	Format
Advanced Platform Support	binary
Extended Backup and Restore	source
Server Utilities	source

Table 3. Application Server Processor Upgrade

Application Server Processor Upgrade Set

Package Name	Format
Processor Upgrade	source

Table 4. Software Development Kit

Software Development Kit Set

Package Name	Format
C++ Compilation System	binary
C++ Standard Components	source
Desktop Manager Development	source
Enhanced Debugger	source
Graphics Development	source
IHV Development Kit	source
Kernel Debugger	source
Motif Development	binary
Network Management SDK	source
Software Packaging Tools	source

Table 5. Encryption Utilities -- Domestic Only

Encryption Utilities Set

Package Name	Format
Encryption Utilities	source

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EXHIBIT D

BINARY SUBLICENSING TERMS AND CONDITIONS

This Exhibit defines the terms and conditions for a SUBLICENSED PRODUCT based on any SOFTWARE PRODUCT covered in the Supplement containing this Schedule.

DETERMINATION OF PER-COPY FEE

1.   The base to be used for determining the per-copy fee in this Schedule, for a SUBLICENSED PRODUCT distributed by LICENSEE, shall be the NOVELL PUBLISHED LIST PRICE(s) of the Bundled Set subject to the minimums set forth in Section 2(a) and 2(b) of Exhibit C of this Schedule, and SOFTWARE LIST PRICE subject to the minimums set forth in Sections 2(b) and 2(c) of Exhibit E of this Schedule, and Section 2(b) of Exhibit F of this Schedule; however, if such SUBLICENSED PRODUCT

   (a) operates only on computer systems manufactured and/or distributed by LICENSEE where such SYSTEM LIST PRICE exceeds US$ 100,000; or

   (b) is sold only with computer systems manufactured and/or distributed by LICENSEE where such SYSTEM LIST PRICE exceeds US$ 100,000

then the per-copy fee due shall be the greater of the per-copy fees calculated pursuant to such applicable aforementioned Sections.

2.   Use of any portion of any Software Set listed in Tables 1, 2, 3, 4, or 5 in Exhibit C requires full payment of the fee due for that Software Set.

3.   A copy of a LIMITED USE SYSTEM based on the Personal Edition Set software shall bear the sublicensing per-copy fee applicable to an UNLIMITED USE SYSTEM based on the Application Server Set software unless LICENSEE has taken steps to assure that an end user will use such sublicensed copy only in connection with applications meeting the criteria of a LIMITED USE SYSTEM.

   With the payment of the applicable per-copy fee, LICENSEE may only distribute a SUBLICENSED PRODUCT based on the Personal Edition Set software provided that such software is not configured to support more than two (2) processors. If such software is initially distributed with the capability of supporting more than two (2) processors, or is upgraded to support more than two processors, then such software shall be considered an Application Server Set and the applicable per-copy fee for such Application Server Set shall be due to NOVELL.

   The fee due for an UPGRADE when upgrading a Personal Edition Set to an Application Server Set shall be the difference between the undiscounted per-copy fee paid for the previously distributed Personal Edition Set and the applicable undiscounted per-copy fee due, as calculated in Section 2 of Exhibit C, for an Application Server Set.

The fee due for an UPGRADE when adding Processor Upgrades to a previously distributed Application Server Set shall be the fee as calculated in Section 2 of Exhibit C.

FEE CHANGES

4.   (a) Initial sublicensing and the certification fee as listed in Exhibits C and E of this Schedule are subject to change upon sixty (60) days written notice to LICENSEE.

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(b) In the event that NOVELL's standard published list prices for Software Sets described in Exhibit C of this Schedule are discontinued from inclusion in *The Novell Bulletin and/or the Novell, Inc. Product Price List*, then the last published standard list price for such Software Sets shall be subject to change upon sixty (60) days written notice to LICENSEE. In addition, per-copy fees based on percent of SYSTEM LIST PRICE in Exhibt C and the per copy fees listed in Exhibits E and F of this Schedule shall also be subject to change upon sixty (60) days written notice to LICENSEE. Such changes will be limited to increases in the Unadjusted Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, U.S. Department of Labor, at the start of any calendar year. The percentage increase in such fees at any one time shall not exceed the cumulative percentage increase in the Unadjusted Consumer Price Index for all Urban Consumers since the time that the last such increase (if any) was made effective. If the per-copy fees are increased, and the end of the sixty (60) day notification period does not coincide with the first day of a calendar quarter, such increase shall become effective on the first day of the next calendar quarter.

END USER AGREEMENT

5. In addition to the portion of the GRANT OF RIGHTS Section of the Sublicensing Agreement which covers the end user agreement, the following shall also be included in such agreement:

(a) In the United States, a statement similar to the following:

"Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR § 52.227-14 (June 1987) Alternate III(g)(3) (June 1987), FAR § 52.227-19 (June 1987), or DFARS § 52.227-7013 (c)(1)(ii) (June 1988, as applicable. Contractor/ Manufacturer is Novell, Inc., 2180 Fortune Drive, San Jose, CA 95131."

(b) In foreign countries, a statement similar to the statement included above in (a) of this Section, as appropriate to protect NOVELL's rights in the software from the governments of such countries.

CONTENTS OF A SUBLICENSED PRODUCT

6. Materials which may be included in a SUBLICENSED PRODUCT:

(a) A SUBLICENSED PRODUCT based on this SOFTWARE PRODUCT may include COMPUTER PROGRAMS in object-code format. The following text and data files and directories may be treated as object-code:

usr/src/cmd/spell/american	usr/src/cmd/spell/list
usr/src/cmd/spell/british	usr/src/cmd/spell/local
usr/src/spell/extra	usr/src/cmd/spell/stop

(b) A reasonable number of hard-copy and/or one formatted on-line version of the documents listed in Tables 6a through 6c in this Section and provided with this SOFTWARE PRODUCT(s) that describes only the software components in the SUBLICENSED PRODUCT may be reproduced and distributed with each SUBLICENSED PRODUCT fee free provided that no separate charge is made for such documentation.

A reasonable number of additional hard-copies of such documentation may be reproduced and distributed in support of a SUBLICENSED PRODUCT fee free provided that LICENSEE distributes such documentation at a fee no higher than LICENSEE's cost to reproduce such documentation.

Documents listed with a * following the title in Tables 6a through 6c listed in this Exhibit are provided in hard-copy and on-line format. Documents listed with a # following the title in such Tables are provided in hard-copy format only. All other documents listed in such Tables are provided on-line only.

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DOCUMENTS

Table 6a

Personal Edition (PE)	Application Server
Desktop User Handbook* System Owner Handbook* Installation Handbook* NLM Installation and Administration Terminal Emulators for DOS/Windows Terminal Emulator Scripts for MS Windows Command Reference System Files and Devices Reference Personal Edition/Application Server Release Notes*	All PE Documents and the following: System Administration Network Administration Administration Supplement for Compaq® Systems

Table 6b

Application Server Processor Upgrade	Encryption Utilities
Overview and Installation*	Overview and Installation*

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Table 6c

Software Development Kit (SDK)	PE, AS, SDK	Other
Software Development Kit Overview and Installation* Basic SDK Documentation: Software Development Tools Debugging and Analyzing C and C++ Programs Programming in Standard C and C++ Programming with System Calls and Libraries Character User Interface Programming Networking Development Documentation: NetWare® Transports NetWare® Developers Guide for C Network Programming Interfaces Windowing Development Documentation: Graphical User Interface Programming and Tools Motif™ Programmer's Guide Motif™ Style Guide Windowing Korn Shell™ Programming C++ Development Documentation: C++ Standard Components Programmer's Guide Programming with C++ Standard Libraries IHV Development Kit: IHV Development Kit Roadmap STREAMS Modules and Drivers Portable Device Interface (PDI) Device Driver Programming SDK Reference: Operating System API Reference NetWare® Library Reference for C: Client Functions Motif™ Reference Manual C++ Standard Components Programmer's Reference Device Driver Reference	On-line Manual Pages minus Motif, NetWare and C++ Standard Components manual pages	GNU License# Server Merge™ Overview and Installation*

   (c) *Building the Source Code Product, MRD Release Notes, NetWare Core Protocols (NCP) Manual* and *Technology Licensing Guide* documents contain proprietary information of NOVELL and are only available to LICENSEEs of this SOFTWARE PRODUCT. These items, as well as any other proprietary materials delivered with this SOFTWARE PRODUCT, may not be distributed with a SUBLICENSED PRODUCT.

   (d) Adobe Software, Advanced Merge Software, *DynaText* Document Browser and VjFS Software may only be distributed as part of a SUBLICENSED PRODUCT which is either a Personal Edition Set or Application Server Set, which minimally consists of the packages which are listed with an asterisk (*) following the Package Name in Table 1 of Exhibit C.

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(e) LICENSEEs of the UW2.0 Platform may not distribute SUBLICENSED PRODUCTS containing NUC SOFTWARE only, unless they have paid the NUC-only initial sublicensing fee described in Section 1(a) of Exhibit E. If the NUC-only initial sublicensing fee is not paid, then LICENSEEs of the UW2.0 Platform may only include NUC SOFTWARE in a Personal Edition Set or Application Server Set, after such software has been certified pursuant to Section 3(d) of Exhibit E of this Schedule, and provided LICENSEE has acquired the applicable initial sublicensing rights for UW2.0 described in Section 1(a) of Exhibit C of this Schedule and the applicable NUC Certification Fee described in Section 3(d) of Exhibit E of this Schedule has been paid.

(f) **LICENSEE is not authorized by NOVELL to make copies of and distribute the NOVELL provided media containing the object-code copy of NOVELL's implementation of OSF/Motif software, unless LICENSEE has obtained the appropriate rights to make copies of and distribute such software from OSF.** LICENSEE shall be responsible for the payment of any applicable per-copy fees to OSF for such distribution of any object-code version of the OSF/Motif software product.

PLATFORM SUPPORT KIT

7. The UW2.0 Platform contains files which are designated as part of the Platform Support Kit ("PSK"). Files contained in the PSK file listing, which is provided on diskette, with the UW2.0 Platform SOFTWARE PRODUCT may be included in a UW2.0 SUBLICENSED PRODUCT fee free.

DOCUMENTATION MARKINGS

8. Documentation for a SUBLICENSED PRODUCT must contain the following clearly displayed statements:

(a) Notification that the SUBLICENSED PRODUCT "is derived from Novell, Inc.'s UnixWare Release 2.0"

(b) Acknowledgement that "UnixWare is a registered trademark of Novell, Inc."

(c) A legally sufficient copyright notice and a statement that the documents include a portion or all of Novell, Inc.'s copyrighted documentation, which is being reproduced with permission.

REPORTING REQUIREMENTS

9. For each SUBLICENSED PRODUCT distributed, the information that LICENSEE must report to NOVELL pursuant to the reporting and payment obligations of the Sublicensing Agreement shall include:

(a) Target CPU architecture on which the SUBLICENSED PRODUCT is intended to run.

(b) SYSTEM LIST PRICE, SOFTWARE LIST PRICE or NOVELL PUBLISHED LIST PRICE used in determining per-copy fee.

(c) Maximum number of CPUs for which the multiprocessor SUBLICENSED PRODUCT is configured.

(d) If SYSTEM LIST PRICE is used to determine per-copy fee, computer system model name or number.

(e) Whether the SUBLICENSED PRODUCT is designed for LIMITED or UNLIMITED USE SYSTEMS.

(f) Whether the SUBLICENSED PRODUCT is an English, French, Italian, German or Spanish version.

(g) Name of the country, if available, in which SUBLICENSED PRODUCT is distributed.

(h) Sublicensing option exercised for UnixWare Release 2.0 NUC sublicensing, i.e., per copy

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(i) A statement whether the SUBLICENSED PRODUCT is intended for use as an embedded application in hardware configurations whose primary use is not for executing general application programs supporting general business, personal, or scientific/technical activities.

(j) A statement whether the SUBLICENSED PRODUCT is intended for a computer system which was not intended to have the capability of being reprogrammed by the end-user in a general purpose way.

(k) A statement whether the SUBLICENSED PRODUCT is intended for use only as an auxiliary or specialized processing functions (e.g., for input/output processing).

(l) List of sets and package names included in each set in the SUBLICENSED PRODUCT, including any set listed in Exhibit C.

RESTRICTED RIGHTS

10. LICENSEE will (i) identify the SUBLICENSED PRODUCT provided under this Schedule in all proposals and agreements with the United States Government or any other contractor therefor; and (ii) legend or mark the SUBLICENSED PRODUCT provided pursuant to any agreement with the United States Government or any contractor therefor, as follows:

(a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection substantially equivalent to that afforded to restricted computer software and related documentation developed at private expense and which is existing computer software no part of which was developed with government funds and provided with Restricted Rights in accordance with subparagraphs (a) through (d) of the "Commercial Computer Software-Restricted Rights" clause C.F.R. 52.227-19 of the Federal Acquisition Regulations and its successors.

(b) For acquisition by or on behalf of units of the Department of Defense ("DoD"), as necessary to obtain protection substantially equivalent to that afforded to commercial computer software and related documentation developed at private expense and provided with Restricted Rights as defined in DoD FAR Supplement 48 C.F.R. 252.227-7013(c)(1)(ii) and its successors in effect for all solicitation and resulting contracts issued on or after May 18, 1987.

(c) Unpublished rights are reserved under the Copyright Laws of the United States. Contractor/Manufacturer is Novell, Inc., 2180 Fortune Drive, San Jose, CA 95131.

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EXHIBIT E

NETWARE UNIX CLIENT SOFTWARE

This Exhibit defines additional terms and conditions to the Software and Sublicensing Agreements, as well as the sublicensing fees for NETWARE UNIX CLIENT (NUC) SOFTWARE distributed as a stand-alone SUBLICENSED PRODUCT consisting of no other UnixWare technology. Sublicensing fees consist of an initial sublicensing fee plus a fee for each copy of a SUBLICENSED PRODUCT derived from the subject SOFTWARE PRODUCT.

1. INITIAL SUBLICENSING FEE

The following initial sublicensing fee applies to LICENSEEs who have acquired rights to use the UW2.0 Platform with the payment of the applicable fee as described in Section 1(a) or 1(b) of Exhibit A of this Schedule, and who wish to distribute NUC SOFTWARE as a stand-alone SUBLICENSED PRODUCT consisting of no other UnixWare technology. Such sublicensing fee is due once for rights-to-distribute NUC SOFTWARE.

    (a)   Initial Sublicensing Fee   US$ 25,000

If LICENSEE has paid the applicable Initial DESIGNATED CPU for NUC-only software as described in Section 1(e) of Exhibit A of this Schedule, then such initial sublicensing fee described above in 1(a) of this Exhibit shall be waived.

2. PER-COPY FEES

(a) If NUC SOFTWARE is included in a SUBLICENSED PRODUCT which is either a Personal Edition Set or Application Server Set, the per-copy fees due before discount shall only be those per-copy fees due for a Personal Edition or Application Server, as calculated in Exhibit C. No additional sublicensing fees for NUC SOFTWARE are due.

(b) Notwithstanding Section 2 of Exhibit D, if NUC SOFTWARE is the only UnixWare Release 2.0 technology included in a SUBLICENSED PRODUCT and is bundled with either a LIMITED USE SYSTEM or UNLIMITED USE SYSTEM, the per-copy fee before discount for the NUC SOFTWARE component shall be:

- US$ 30 for a LIMITED USE SYSTEM; or
- US$ 100 for an UNLIMITED USE SYSTEM

(c) Notwithstanding Section 2 of Exhibit D, if NUC SOFTWARE is the only UnixWare Release 2.0 technology included in a SUBLICENSED PRODUCT and is distributed as an add-on component for a LIMITED or UNLIMITED USE SYSTEM, the per-copy fee before discount for the NUC SOFTWARE component shall be:

- 15% of the SOFTWARE LIST PRICE,

subject to a minimum of US$ 300.

3. ADDITIONAL TERMS AND CONDITIONS

(a) Notwithstanding the provisions of Section 6(e) in Exhibit D, a SUBLICENSED PRODUCT based on NUC SOFTWARE only may be distributed as a stand-alone SUBLICENSED PRODUCT with the payment of the initial sublicensing fee listed above in Section 1(a) of this Exhibit and payment of the per-copy fees described above in Section 2(b) - (c) of this Exhibit.

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(b) If NUC SOFTWARE is included in a SUBLICENSED PRODUCT with UnixWare Release 2.0 technology other than the Personal Edition or Application Server, then the applicable fees as calculated above in Section 2(b) - (c) of this Exhibit shall be in addition to any per-copy fees calculated in Exhibit C.

(c) LICENSEE may only use, duplicate, revise, modify, enhance, condense, expand, collect, compile, link, adapt, translate, localize, port, merge, integrate or recast NUC SOFTWARE source code solely to create, support and maintain NUC SOFTWARE on any applicable operating system environment on which a binary compatible version of NUC SOFTWARE will operate or which uses a binary compatible version of the underlying host operating system.

(d) **SUBLICENSED PRODUCTS based in whole or in part on NUC SOFTWARE may not be distributed without prior testing and certification in writing by NOVELL of each version of NUC SOFTWARE. The following fee shall apply for EACH NUC SOFTWARE implementation on a specific operating system on a specific hardware PLATFORM:**

        (i)   NUC Certification Fee (per PLATFORM)   US$ 10,000

        Such certification fee shall be sent to:

                                Novell, Inc.
                        Novell Labs Administration
                            Mailstop E-13-1
                            122 East 1700 South
                            Provo, UT 84606

(e) LICENSEE agrees to submit each version of the INTEGRATED OPERATING SYSTEM to NOVELL in binary form for testing. NOVELL's testing of each version shall be controlled by the then current testing and certification policies and procedures, and shall be subject to separate charge under such testing and certification policies and procedures referred to above in Section 3(d) of this Exhibit.

(f) NOVELL shall only receive requests for testing and certification from a single designee of LICENSEE at any given time. LICENSEE acknowledges that NOVELL will handle all requests for testing and certification on a first-come first-served queuing basis. NOVELL agrees to treat LICENSEE's requests for testing and certification as it treats any other similar request. LICENSEE may contact Novell Labs or other NOVELL authorized test centers for complete certification requirements.

(g) LICENSEE agrees not to make copies of the NCP DOCUMENTATION.

(h) **LICENSEE agrees that it will not use the NCP, NCP DOCUMENTATION, NUC SOFTWARE or derivative works thereof except as authorized herein. LICENSEE hereby agrees that it will not (a) develop a SERVER using the NCP, NCP DOCUMENTATION, NUC SOFTWARE or derivative works thereof, or (b) distribute, market, or sublicense NUC SOFTWARE provided or licensed by NOVELL to operate with a SERVER not provided or licensed by NOVELL.**

(i) Notwithstanding the provisions of the Software Agreement, LICENSEE agrees to provide to NOVELL, fee free and obligation free, any NUC SOFTWARE provided to a third party through Source Code Exchange. Such delivery shall be made to NOVELL, within a reasonable time from the delivery of such code to a third party. In addition, NOVELL shall have no obligation to incorporate any such NUC SOFTWARE into future releases, but NOVELL shall have full rights to use the NUC SOFTWARE obtained from LICENSEE fee free.

(j) Documentation for a SUBLICENSED PRODUCT based on NUC SOFTWARE must contain the following clearly displayed statements:

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(a) Notification that the SUBLICENSED PRODUCT "is derived from Novell Inc.'s NetWare® UNIX® Client"

(b) Acknowledgement that "NetWare is a registered trademark of Novell, Inc."

(c) A legally sufficient copyright notice and a statement that the documents include a portion or all of Novell Inc.'s copyrighted documentation, which is being reproduced with permission.

4. DEFINITIONS

The following definitions are applicable to this Exhibit E and the NetWare UNIX Client software:

(a) BINARY CODE shall mean CODE that loads and executes without further processing by a software compiler or linker or that results when SOURCE CODE is processed by a software compiler.

(b) CODE shall mean computer programming code. Unless specifically stated otherwise, CODE shall include BINARY CODE and SOURCE CODE.

(c) INTEGRATED OPERATING SYSTEM shall mean an operating system incorporating NUC SOFTWARE either in all instances or as an add-on option to a PLATFORM.

(d) NCP DOCUMENTATION shall mean the documentation provided by NOVELL describing the NCPs.

(e) NETWARE CORE PROTOCOL or NCP shall mean NOVELL's standard core system calls for NetWare which initiate file and network services.

(f) NETWARE UNIX CLIENT or NUC SOFTWARE shall mean the CODE licensed from NOVELL or any derivative works of such software made by or for LICENSEE which runs on an operating system, consisting of a redirector, which directs requests for remote services to a remote system, and a requester, which exposes remote application program interfaces to the local system and related system documentation.

(g) PLATFORM shall mean any operating system environment on which a binary compatible version of NUC SOFTWARE will operate or which uses a binary compatible version of the underlying host operating system.

(h) SERVER shall mean the computer program or a group of computer programs acting in concert which (i) controls physical hardware resources or firmware, and (ii) provides network services to SERVICE REQUESTERS.

(i) SERVICE REQUESTERS shall mean a computer program or a group of computer programs acting in concert which initiates requests for network services.

(j) SOURCE CODE shall mean the human readable form of the CODE and related documentation, including all comments and any procedural language. The source code is comprised of the files as listed in the *UnixWare 2.0 Source Code Product for the Intel Architecture NetWare UNIX Client (NUC) File Listing* provided on diskette with the NUC SOFTWARE PRODUCT.

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EXHIBIT F

TCP/IP PROTOCOL SOFTWARE

This Exhibit shall apply where a SUBLICENSED PRODUCT based on the UW2.0 SOFTWARE PRODUCT is distributed in one of the ways as described below in Section 1 of this Exhibit.

1. DISTRIBUTION

(a) TCP/IP Protocol Software may only be distributed in the following ways:

(i)   As part of a SUBLICENSED PRODUCT which is either a Personal Edition Set or Application Server Set, which minimally consists of the packages which are listed with an asterisk (*) following the Package Name in Table 1 of Exhibit C; or

(ii)   As a SUBLICENSED PRODUCT consisting wholly or partly of only those files listed in the TCP/IP Section(s) of the *UnixWare Release 2.0 Technology Licensing Guide.*

2. PER-COPY FEES

(a) If the SUBLICENSED PRODUCT includes, but is not limited in whole or in part, to only those files listed in the TCP/IP File Listing, then the per-copy fees due before discount shall only be those per-copy fees due for a Personal Edition Set or Application Server Set as calculated in Exhibit C. The portion of the Personal Edition Set or Application Server Set gross per-copy fee, as the case may be, attributable to TCP/IP is as follows:

- 5% of the applicable gross per-copy fee due for such Personal Edition Set, or
- 3% of the applicable gross per-copy fee due for such Application Server Set.

(b) Notwithstanding Section 2 in Exhibit D, if the SUBLICENSED PRODUCT consists wholly or partly of only those files listed in the TCP/IP File Listing, then the per-copy fee before discount shall be:

- 2.5% of SYSTEM LIST PRICE, or
- 25% of the SOFTWARE LIST PRICE of the SUBLICENSED PRODUCT,

subject to a minimum fee of US$ 20 for a LIMITED USE SYSTEM or US$ 50 for an UNLIMITED USE SYSTEM.

3. ADDITIONAL TERMS AND CONDITIONS

(a) All terms and conditions specified in Exhibit D apply.

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EXHIBIT G

DISCOUNT AND FEE PAYMENT PROGRAM

This Exhibit defines the discount and fee payment program applicable to per-copy fees due under this Schedule. Under this program, the discount applied for a particular quarter is based on the volume shipped in the current quarter and the three immediately preceding quarters.

Capitalized terms used in this Exhibit are defined within the Software Agreement, Sublicensing Agreement, this Exhibit or in Exhibit L of this Schedule.

To the extent that the provisions of this Exhibit are inconsistent with the Sublicensing Agreement, the provisions specified herein shall apply for the SUBLICENSED PRODUCTS licensed under this Schedule.

1. METHOD OF DISCOUNT AND PAYMENT CALCULATION

(a) Except as provided in Section 2(b) of this Exhibit, for purposes of this Schedule, the term GROSS AMOUNT shall mean the total amount of undiscounted per-copy sublicensing fees for UnixWare Release 2.0 (including INTEL and NON-INTEL), UnixWare Release 1.1 ("UW1.1"), UNIX System V Release 4.2 MP ("SVR4.2 MP") and UNIX System V Release 4.2 ("SVR4.2"), where LICENSEE is also licensed for such products, accrued during a particular quarter ending either March 31st, June 30th, September 30th or December 31st.

(b) INTEL shall mean SUBLICENSED PRODUCTS based on this SOFTWARE PRODUCT which are designed to run on Intel-based (386 and later x86 binary compatible) processors.

(c) NON-INTEL shall mean SUBLICENSED PRODUCTS based on this SOFTWARE PRODUCT which are designed to run on processors other than Intel-based (386 and later x86 binary compatible) processors.

(d) NUC-only shall mean SUBLICENSED PRODUCTS distributed under the sublicensing option described in Section 1 of Exhibit E and per-copy fees paid pursuant to Section 2 of Exhibit E. Such SUBLICENSED PRODUCTS may be packaged with software products other than UnixWare Release 2.0 SOFTWARE PRODUCTS or packaged with UnixWare Release 2.0 SOFTWARE PRODUCTS other than the Personal Edition or Application Server. However, only per-copy fees paid under Section 2 of Exhibit E shall be eligible for the NUC-only discount listed in Table 7 of this Exhibit.

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(e) Notwithstanding the definition in the Sublicensing Agreement, DISCOUNT PERCENTAGE for a particular quarter shall be calculated using the following Table 7:

Table 7. Discount Percentage

Total of GROSS AMOUNT(s)	Discount Percentage Level		
	INTEL	NON-INTEL	NUC-only
$1,000 - $500,000	54%	58%	50%
over $500,000 - $1,000,000	56%	60%	53%
over $1,000,000 - $1,500,000	58%	62%	56%
over $1,500,000 - $2,500,000	60%	64%	59%
over $2,500,000 - $5,000,000	62%	66%	63%
over $5,000,000 - $10,000,000	64%	68%	67%
over $10,000,000 - $20,000,000	66%	70%	71%
over $20,000,000 - $30,000,000	68%	72%	75%
over $30,000,000	Negotiable With Prepayment		

For each applicable quarter listed below in (i) through (iv) of this Section (e), the appropriate Discount Percentage Level obtained from Table 7 shall apply only to the applicable portion of the GROSS AMOUNT (as defined in Section 1(a) of this Exhibit) that is attributable to UW2.0 SUBLICENSED PRODUCTS under this Schedule for the applicable quarter and not to portions of the GROSS AMOUNT attributable to SUBLICENSED PRODUCTS distributed under any other UW2.0 Schedule or to SUBLICENSED PRODUCTS distributed under the Schedules for UW1.1, SVR4.2 MP and/or SVR4.2.

The INTEL DISCOUNT PERCENTAGE applies to the portion of such GROSS AMOUNT attributable to INTEL versions of UW2.0 SUBLICENSED PRODUCTS distributed under this Schedule and the NON-INTEL DISCOUNT PERCENTAGE applies to the portion of such GROSS AMOUNT attributable to NON-INTEL SUBLICENSED PRODUCTS distributed under this Schedule.

(i) For the first quarter, the DISCOUNT PERCENTAGE shall be determined by multiplying the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, by four (4) and then locating the appropriate Discount Percentage Level from Table 7 above.

(ii) For the second quarter, the DISCOUNT PERCENTAGE shall be determined by calculating the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, for the first and second quarters, and then multiplying the resultant sum by two (2). Then locate the appropriate Discount Percentage Level from Table 7 above.

(iii) For the third quarter, the DISCOUNT PERCENTAGE shall be determined by calculating the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, for the first, second and third quarters, and then multiplying the resultant sum by four-thirds (4/3.) Then locate the appropriate Discount Percentage Level from Table 7 above.

(iv) For the fourth quarter and each quarter thereafter, the DISCOUNT PERCENTAGE shall be determined by calculating the sum of the GROSS AMOUNTS, as defined in Section 1(a) above in this Exhibit, for the current quarter and the immediately preceding three quarters and then locating the appropriate Discount Percentage Level from Table 7 above.

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2. PRODUCT AGGREGATION

(a) Even if LICENSEE elects to aggregate undiscounted per-copy fees as described in 1(a) above, all per-copy fees payable for UW2.0 under any other UW2.0 Schedule, or a Schedule for SVR4.2 MP, SVR4.2 and/or UW1.1 shall be reported and paid as though they were distributions under their respective Schedules and/or their respective Documentation Reproduction Provisions.

(b) No aggregation is allowed for the GROSS AMOUNT for per-copy fees for SUBLICENSED PRODUCTS based on NUC-only shipments.

(c) GROSS AMOUNTs used to calculate the DISCOUNT PERCENTAGE under this Schedule for UW2.0 SUBLICENSED PRODUCTS, including NUC-only, may not be included in GROSS AMOUNTS, as defined in the Sublicensing Agreement, used to calculate the DISCOUNT PERCENTAGE for any other SUBLICENSED PRODUCT, unless the Schedule(s) for such SUBLICENSED PRODUCT(s) expressly allow for the inclusion of such GROSS AMOUNT(s).

3. ADDITIONAL TERMS AND CONDITIONS

(a) With respect to gross per-copy fees that had accrued in a specific quarter but were first included in a report covering a quarter subsequent to such specific quarter, such gross per-copy fees shall be included in the GROSS AMOUNT for the current quarter and such gross per-copy fees shall be eligible for the discount earned in the current quarter. No additional adjustment will be made for discounts earned on previously reported GROSS AMOUNTS. In addition, such late reported gross per-copy fees shall be subject to late payment charges as described in the "REPORTS AND PAYMENTS" section of the Sublicensing Agreement.

(b) If during a specific quarter LICENSEE notifies NOVELL that LICENSEE over reported gross per-copy fees in a prior quarter, such over reported amounts shall be deducted from the GROSS AMOUNT for such specific quarter and, after adjustments, shall be used for credits against current or future per-copy fees owed for UnixWare Release 2.0 SUBLICENSED PRODUCTS.

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EXHIBIT H

SUPPORT

1. No support is provided with the delivery of any of these SOFTWARE PRODUCTS. However, LICENSEE may acquire support, if available, for any of these SOFTWARE PRODUCTS, including NUC-only support, from NOVELL under a separate services agreement on an annual fee basis.

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EXHIBIT I

CONTENTS OF THIS SOFTWARE PRODUCT

COMPUTER PROGRAMS and documentation included in this SOFTWARE PRODUCT will be supplied on 60 MB cartridge tapes.

1.   COMPUTER PROGRAMS furnished with this SOFTWARE PRODUCT:

A detailed listing of the files in this SOFTWARE PRODUCT can be found in the *UnixWare Release 2.0 Technology Licensing Guide* provided on diskette for this Implementation of the product.

The Data Encryption Standard ("DES") commands and functions are not included in UnixWare 2.0 International Edition due to export restrictions.

2.   This SOFTWARE PRODUCT contains code that enables LICENSEEs to make English, French, Italian, German and Spanish (collectively known as "EFIGS") SUBLICENSED PRODUCTS.

3.   This SOFTWARE PRODUCT contains the following hard-copy and/or on-line documentation components:

*   UnixWare Release 2.0 Technology Licensing Guide

*   UnixWare Release 2.0 Machine Readable Documentation (MRD) Release Notes

*   Building the Source Code Product

*   NetWare Core Protocols (NCP) Manual

*   Using Adobe Type Manager and Type 1 Fonts to Support WYSIWYG Applications in UnixWare: A Summary for ISVs

*   All documents listed in Tables 6(a) through 6(c) in Section 6(b) of Exhibit D of this Schedule

The documentation listed in this Section is general in nature and may not completely describe this SOFTWARE PRODUCT.

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EXHIBIT J

PRIOR PRODUCTS

Under the license granted by this Schedule, the products listed below may be used in the United States on DESIGNATED CPUs for UnixWare Release 2.0 and sublicensed , pursuant to this Schedule for use in the United States as if they were part of a UW2.0 SUBLICENSED provided the UW2.0 SUBLICENSED PRODUCT, exclusive of the prior product technology being added, shall have at least the equivalent functionality of the portion of the prior product being incorporated into such UW2.0 SUBLICENSED PRODUCT. Such products may be used outside the United States on DESIGNATED CPUs for UnixWare Release 2.0 International Edition and sublicensed, pursuant to this Schedule for use outside the United States as if they were part of a UW2.0 SUBLICENSED PRODUCT provided such UW 2.0 SUBLICENSED PRODUCT meets the requirement listed above for a UW2.0 SUBLICENSED PRODUCT distributed in the United States. Only those products marked with a pound symbol (#) are shipped outside the United States by NOVELL. A distribution of any of the products listed below, except those marked with an asterisk (*), is available from NOVELL at NOVELL's then-current rate for such distribution..

- UnixWare Release 1.1 and #UnixWare Release 1.1 International Edition
- UNIX System V Release 4.2 MP, Intel386 Implementation[4]
- #UNIX System V Release 4.2 MP International Edition, Intel386 Implementation[4]
- UNIX System V Release 4.2, Intel386 Implementation[5]
- #UNIX System V Release 4.2 International Edition, Intel386 Implementation[5]
- UNIX System V Release 4.0, Intel386 Version 4 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 4 Implementation
- UNIX System V Release 4.0, Intel386 Version 3 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 3 Implementation
- UNIX System V Release 4.0, Intel386 Version 2 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 2 Implementation
- UNIX System V Release 4.0, Intel386 Version 1 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 1 Implementation
- *UNIX System V/386 Release 3.2 and *#UNIX System V/386 Release 3.2 International Edition
- *UNIX System V Release 3.2 and *#UNIX System V Release 3.2 International Edition
- *UNIX System V Release 3.1 and *#UNIX System V Release 3.1 International Edition
- *UNIX System V Release 3.0 and *#UNIX System V Release 3.0 International Edition
- *All prior releases and versions of UNIX System V Release 2.1
- *#All prior releases and versions of UNIX System V Release 2.1 International Editions
- *All prior releases and versions of UNIX System V Release 2.0
- *#All prior releases and versions of UNIX System V Release 2.0 International Editions
- *All prior UNIX System releases and versions preceding UNIX System V Release 2.0
- *#All prior UNIX System releases and versions preceding UNIX System V Release 2.0 International Editions

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[4] If LICENSEE previously acquired rights or obtains rights under this Exhibit J to UNIX System V Release 4.2 MP, Intel386 Implementation LICENSEE understands and agrees that the UNIX System V Release 4.2 MP B1/B2 Enhanced Security ("SVR4.2 MP B1/B2 Enhanced Security") SOFTWARE PRODUCT is for use on DESIGNATED CPUs only and may not be included in a SUBLICENSED PRODUCT distributed under this Schedule unless the applicable per-copy fee due under a Schedule for UNIX System V Release 4.2 MP, Intel386 Implementation has been paid.

[5] UNIX System V Release 4.2, Intel386 Implementation contains an object-code only version of the Application Builder software. If LICENSEE previously acquired rights or obtains rights under this Exhibit J to UNIX System V Release 4.2, Intel386 Implementation, LICENSEE understands and agrees that the Application Builder software is for use on DESIGNATED CPUs only and may not be included in a SUBLICENSED PRODUCT distributed under this Schedule unless the applicable per-copy fee due under a Schedule for UNIX System V Release 4.2, Intel386 Implementation has been paid . LICENSEE agrees that it will not attempt to reverse engineer, reverse compile, disassemble or otherwise attempt to create source code which is derived from the object-code format of the Application Builder software.

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EXHIBIT K

ADOBE SOFTWARE

1. TERMS AND CONDITIONS

(a) If Adobe Software is included in a SUBLICENSED PRODUCT, all terms and conditions specified in Exhibit D apply.

(b) The licenses granted hereunder are limited to use and subsequent sublicensing of ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS to be used to generate video images on screen displays for computer systems with resolutions of less than 150 dots per inch (dpi) ("Low Resolution Images") or to control the printing of images of 700 dpi or less. LICENSEE agrees that it will not develop or license customer software, that includes ATM OBJECT, that is used, directly or indirectly, (i) to modify UTOPIA FONTS, ATM BASIC FONTS or Typefaces, (ii) to generate UTOPIA FONTS, ATM BASIC FONTS or Typefaces for use other than with ATM OBJECTS, (iii) to generate video images at resolutions of 150 dpi or greater ("Higher Resolution Images"), or (iv) to control the printing of images at resolutions greater than 700 dpi. However, the foregoing limitations shall not be deemed to prohibit the printing of Higher Resolution Images that incorporate, solely for incidental or illustration purposes, bitmap representations of Low Resolution Images generated by the ATM OBJECT.

LICENSEE may not modify ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS.

(c) LICENSEE shall employ, in conjunction with ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS licensed hereunder, serialization or any other mechanism acceptable to NOVELL to restrict or monitor unauthorized use of ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS. In the event an ATM OBJECT is to be licensed in a network environment and LICENSEE already has some form of restrictive device which precludes a customer from using software without first purchasing a license to use the software for each intended end-user, the LICENSEE shall employ such restrictive device in association with the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS. If it comes to NOVELL's attention that the restrictive device has been violated and there is unlicensed use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS, the LICENSEE will supply a new restrictive device within fifteen (15) days after the LICENSEE has received notification of such violation. Should NOVELL be able to demonstrate failure of the restrictive device to reasonably prevent unlicensed use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS, the LICENSEE will immediately stop shipment of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS until corrective measures can be taken. One license is required for each simultaneous use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS.

(d) ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS AUTHORIZED COPIERS may be located only in certain countries. A pre-approved list of countries is available upon request. Additional provisions for countries other than the United States may be applicable.

(e) LICENSEE will, and have its DISTRIBUTORS, (i) identify the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS in all proposals and agreements with the United States Government or any contractor therefor; and (ii) legend or mark the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS provided pursuant to any agreement with the United States Government or any contractor therefor, as pursuant to Sections 10(a) and (b) of Exhibit D of this Schedule.

(f) LICENSEE may not use any ADOBE TRADEMARKS except pursuant to a separately executed Adobe Trademark license.

(g) If ATM OBJECT is included in a SUBLICENSED PRODUCT   a SUBLICENSED PRODUCT

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include the ATM BASIC FONTS and/or UTOPIA FONTS.

(h) If UTOPIA FONTS are included in a SUBLICENSED PRODUCT, such SUBLICENSED PRODUCT may only be sublicensed for use with ATM OBJECT.

(i) If ATM BASIC FONTS are included in a SUBLICENSED PRODUCT, such SUBLICENSED PRODUCT may only be sublicensed for use with ATM OBJECT.

(j) In addition to the applicable provisions of the Sublicensing Agreement, LICENSEE's DISTRIBUTORS will be required to agree in writing to provisions consistent with and containing the relevant substance of Sections 1(b)-1(i), and 2 of this Exhibit K.

2. DEFINITIONS

The following definitions are applicable to Adobe Software Products:

(a) ADOBE TRADEMARKS shall mean (i) the registered trademarks Adobe, Adobe Type Manager and ATM; (ii) the stylistic marks and distinctive logotypes for such trademarks, (iii) TYPEFACE TRADEMARKS, and (iv) other marks and logotypes as Adobe may from time to time designate for its use.

(b) ATM OBJECT shall mean Object Code Modules comprising the Adobe Type Manager outline font renderer, version 2.0.

(c) ATM BASIC FONTS shall mean the digitally encoded machine readable outline programs and SCREEN FONTS for generating font typefaces indicated in the ATM BASIC FONTS table listed in this Section.

ATM BASIC FONTS

Identifying Trademark	Typeface	Trademark Owner
Helvetica™		Linotype and/or its Subsidiaries
Helvetica	Bold	Linotype and/or its Subsidiaries
Helvetica	Oblique	Linotype and/or its Subsidiaries
Helvetica	Bold Oblique	Linotype and/or its Subsidiaries
Times™		Linotype and/or its Subsidiaries
Times	Bold	Linotype and/or its Subsidiaries
Times	Italic	Linotype and/or its Subsidiaries
Times	Bold Italic	Linotype and/or its Subsidiaries
Symbol		(Public Domain)
Courier		(Public Domain)
Courier	Bold	(Public Domain)
Courier	Oblique	(Public Domain)
Courier	Bold Oblique	(Public Domain)

(d) SCREEN FONT shall mean the applicable digitally encoded machine readable data in bitmap form for screen display and having a resolution of less than 150 dots per inch (dpi) in the plurality of sizes then currently available from Adobe for a single Typeface for use with the associated UTOPIA FONTS. Additional SCREEN FONTS shall be made available in the plurality of sizes for single Typefaces when such SCREEN FONTS become generally available to Adobe for distribution to its licensees.

(e) TYPEFACE TRADEMARKS shall mean any trademark used by Adobe to identify the UTOPIA FONTS and Typefaces.

(f) UTOPIA FONTS shall mean programs for generating Utopia regular, Utopia italic, Utopia bold, and Utopia bold italic Fonts.

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EXHIBIT L

ADDITIONAL DEFINITIONS

The following additional definitions are applicable to this Schedule and are in addition to the definitions which appear in the Software and Sublicensing Agreements:

1. AVERAGE PRICE for a Software Set is computed as the sum, during the quarter in which such Software Set is shipped, of the published list prices in *The Novell Bulletin and/or the Novell, Inc. Product Price List* for such Software Set on the first day of the months in the calendar quarter during which such Software Set was distributed, and dividing the resultant sum by three (3). Such published list prices shall be exclusive of any promotional or special price decreases.

2. LIMITED USER CONFIGURATION is any collection of devices for display, entry, retrieval or processing of information, provided that such collection does not include more than two (2) devices of any given type (e.g., terminals, printers, mouses).

3. LIMITED USE SYSTEM is a SUBLICENSED PRODUCT which at no time supports more than a LIMITED USER CONFIGURATION whether directly, or through an application, or through a network or by any other means.

4. MODEL is any group of computer systems having a particular sales or marketing designation, each of which meets the following criteria:

    (a) has the identical CPU(s) (except for the clock speed) and number of CPUs;

    (b) has the identical CPU bus(es) and number of CPU buses;

    (c) has the identical I/O peripheral bus(es) and number of I/O peripheral buses;

    (d) runs the identical binary operating system (e.g., same binary code with the exception of driver modifications necessary to support additional peripherals, same documentation, same price) which must be generally available for each computer system in the group;

    (e) is readily available for purchase by LICENSEE's customers; and

    (f) has a list price which is no higher than

        (i) three times that of the lowest priced computer system in the group, or

        (ii) $100,000 higher than the lowest priced computer system in the group,

        whichever is less;

provided, however, that different computer systems having the same sales or marketing designation and the same list price shall not be included in more than one MODEL.

5. NETWORK OF CPUs is a collection of one or more remote CPUs and one or more DESIGNATED CPUs connected via a network. Such network may not exceed a 50-mile radius (80 kilometers).

6. NOVELL PUBLISHED LIST PRICE is defined as the AVERAGE PRICE of NOVELL's standard published list price in *The Novell Bulletin and/or the Novell, Inc. Product Price List* for each Software Set as described in Exhibit C of this Schedule, or the last published standard list price for such Software Sets should such prices no longer

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be published. Such price shall be exclusive of any promotional or special price decreases.

7.   SOFTWARE LIST PRICE is defined as the manufacturer's suggested retail (list) price — before any discounts are applied — for the end user version of a SUBLICENSED PRODUCT. The list price used is that of the end user version of the SUBLICENSED PRODUCT in the United States, if a version of the end user SUBLICENSED PRODUCT is distributed in the United States. If an end user version of the SUBLICENSED PRODUCT is not distributed in the United States, then the list price used is that of the end user version of the SUBLICENSED PRODUCT in the country specified in LICENSEE's address as shown in LICENSEE's Software Agreement. List price changes for the end user version of the SUBLICENSED PRODUCT shall be reflected to NOVELL quarterly. The list price shall be converted to US dollars at the exchange rate posted on the last day of a reporting quarter. The version of the product used in the calculation must be readily available for license by LICENSEE's customers. For the end user version of SUBLICENSED PRODUCTS where a monthly charge applies (or a combination of an initial charge plus monthly charges) rather than a one-time charge, the SOFTWARE LIST PRICE is calculated as the sum of all charges that would apply in a 20-month installation.

8.   STANDARD SYSTEM is a SUBLICENSED PRODUCT based on UnixWare Release 2.0 that at least meets the following specifications:

   (a)   Implements and conforms to either:

      (i)   Volumes 1, 2, and 3 of the *X/OPEN Portability GUIDE Issue 3 (XPG3)*, or later version, or
      (ii)   *Common APIs for UNIX-based Operating Systems* ("SPEC 1170"), if and when issued as an official industry standard,

      (b)   Implements and conforms to STREAMS I/O interfaces as defined in the STREAMS Manual Pages furnished with the SOFTWARE PRODUCT, and which supports the Driver Kernel Interfaces (DKI) as defined in the Device Driver Reference Manual furnished with the SOFTWARE PRODUCT, and

   (c)   Is packaged as a single software offering.

9.   SYSTEM LIST PRICE of a computer system is the manufacturer's suggested retail (list) price, before any discounts are applied, of

   (a)   such computer system; or

   (b)   any computer system included in the MODEL to which such computer system belongs.

Such computer system must, at a minimum, include processor, random access memory, fixed disk and removable disk or tape storage devices (except for diskless workstations, where a network connection is included instead), system console, and SUBLICENSED PRODUCT. The list price for such computer system is the US list price if such computer system is sold in the US. If such computer system is not sold in the US, then the list price used shall be that of such computer system in the country specified in LICENSEE's address shown in LICENSEE's Software Agreement. List price changes shall be reflected to NOVELL quarterly. The list price shall be converted to US dollars at the exchange rate posted on the last day of the reporting quarter.

10. UNLIMITED USE SYSTEM is a SUBLICENSED PRODUCT which does not meet the requirements of a LIMITED USE SYSTEM.

11. UPGRADE is the addition of one or more of the applicable packages listed in Table 2 of Exhibit C of this Schedule, to a previously distributed Personal Edition Set or the addition of the package listed in Table 3 of Exhibit C of this Schedule to the Application Server Set.

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