

NOVELL CUSTOMER CONNECTIONS

Master License Agreement

M5Z107-000Z05

Signature Page

This Master License Agreement ("MLA") is entered into by the undersigned, being either Novell, Inc., a Delaware corporation with headquarters at 1555 North Technology Way, Orem, Utah 84097, or a subsidiary of Novell, Inc. (in either case "Novell"), and the customer identified below ("Customer").

CUSTOMER INFORMATION

Full Legal Name: State of Washington

Department of Information Services

Corporation Partnership Other

Address: Department of Information Services

Technology Brokering Services

605 E 11th Ave, PO Box 42445

Olympia, WA 98504-2445

Attn: Manager

Technology Brokering Services

MLA Contract # (completed by Novell): _____

MLA Checklist
(Complete these Schedules before signing the MLA)

- Schedule A, MLA Coordinators (Required) -- Identify Customer's MLA Coordinators and Contacts
- Schedule B, Premium Service Contacts (Required)
- Schedule C, Order Form, and/or purchase order (Required)
- Membership Form (Required)

Send 2 signed MLA originals to Novell, Major Markets, MS Q-313, 1555 N Technology Way, Orem UT 84097-2399 USA.

Novell and Customer each represent that it has read and understands this MLA, that by signing below it agrees to be bound by its terms, and that it has caused this MLA to be executed by its duly authorized representative.

Novell, Inc.
 Novell, Inc. Subsidiary Name: _____

Signature: [Signature]

Print Name: Steve Shillingford

Title: Contract Manager

Date: 5/21/98

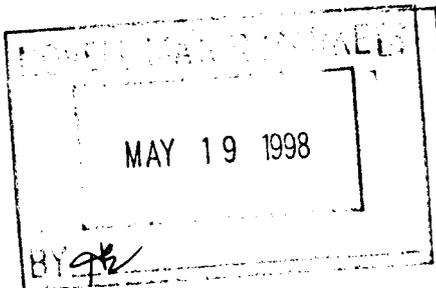
Customer

Signature: [Signature]

Print Name: JOHN M. ANDERSON

Title: Assistant Director

Date: 5/14/98



APPROVED AS TO FORM ONLY
 13th DAY OF May 19 98
 ATTORNEY GENERAL
 BY [Signature]
 ASSISTANT ATTORNEY GENERAL

APPROVED BY LEGAL

Master License Agreement

Terms

- 1 Statement of Purpose.** Novell has created a Master License Agreement program ("Program") to establish a contractual relationship with certain key end user customers to provide them with licenses to Novell products as well as a preferred level of technical and sales support. The MLA describes the terms under which Customer may participate in the Program.
- 2 Definitions.** Capitalized terms, as used in the MLA, are defined as follows. Unless otherwise indicated, references in the MLA to a particular Section refer to a section within these Terms.
- 2.1 **Affiliate** means a Customer affiliate that does not meet the ownership qualifications of a Subsidiary but that, if approved by the Customer that executes the MLA and by Novell, may participate in the MLA upon submission to and acceptance by Novell of a completed Membership Form which includes agreement to the MLA terms.
- 2.2 **Annual Period** means the period beginning on the first day of the month following the Effective Date and ending one year thereafter, and each consecutive one-year period thereafter during the MLA term.
- 2.3 **Customer** means, individually, the Customer signing this MLA and, collectively, the Customer and its parent company, Subsidiaries, and Affiliates. All rights and licenses granted to the Customer under the MLA will apply to the parent company, Subsidiaries, and Affiliates of the Customer signing this MLA, if each such entity first agrees to be bound by the MLA terms by submitting to Novell a signed Membership Form. The Customer signing this MLA will be responsible for the actions and omissions regarding MLA rights and obligations of any Customer entity that does not submit a signed Membership Form to Novell.
- 2.4 **Discounted License Fee** means the net License Fee payable by Customer after application of the Volume Discount.
- 2.5 **Discounted Maintenance Fee** means the net Maintenance Fee payable by Customer after application of the Volume Discount.
- 2.6 **Documentation** means user documentation and manuals (including CD-ROM versions, when available) provided by Novell which accompany a Software product.
- 2.7 **Effective Date** means the date on which the MLA is signed by an authorized Novell representative, which shall follow Customer's signing.
- 2.8 **Internal Use** means Use by (a) Customer's employees for Customer's internal business, and (b) Customer's consultants and contractors only while performing work for Customer on Customer's premises.
- 2.9 **License Fee** means the Software license fee identified in the MLA Price List.
- 2.10 **Licensed Works** means, collectively, the Documentation, Software, and any Upgrades and Updates licensed by Novell to Customer under the MLA.
- 2.11 **Maintenance** means, in general, the provision of Upgrades, Updates, and technical services during the term of the MLA, as more fully described in Section 6 below.
- 2.12 **Maintenance Fee** means the annual Maintenance fee identified in the MLA Price List.
- 2.13 **Master Software** means master media from which Customer may duplicate and install Licensed Works under the MLA.
- 2.14 **Membership Form** means the attached Membership Form which each Customer ordering location, including the Customer signing the MLA and any Subsidiaries or Affiliates, must complete to order under the MLA.
- 2.15 **MLA Price List** means the then-current MLA Product Availability and Price List provided by Novell. The MLA Price List is hereby made a part of the MLA, but is subject to change by Novell as set forth in Section 7.5. For licenses made available through an entity other than Novell, Inc. (such as Novell Japan), the price list is the then-current list provided by that entity.
- 2.16 **Order Form** means a completed and signed Schedule C and/or a purchase order that contains the following information: (a) the product ordered, (b) the applicable discount rate, (c) License Fees and Discounted License Fees, (d) Maintenance Fees and Discounted Maintenance Fees and the Maintenance coverage period, (e) ship-to information, (f) invoice-to information, (g) installation location, and (h) purchasing agent contact, telephone, and fax number, (i) any other information specified by Novell on Schedule C.
- 2.17 **Program Guide** means the then-current Master License Agreement Customer Guide and the then-current Master License Agreement Brochures, inclusive. The Program Guide is hereby made a part of the MLA, but it is subject to change by Novell. A revised Program Guide will become effective upon publication. If there is any contradiction or inconsistency between any provision in the Program Guide and the MLA terms, the MLA terms will govern.
- 2.18 **Software** means (collectively or individually, as the context requires) the Novell software product(s) licensed under this MLA.
- 2.19 **Subsidiary** means a company, the majority of whose stock entitled to vote for election of directors is owned, directly or indirectly, by the Customer signing this MLA, so long as such control exists. To order under the MLA, a Subsidiary must first submit to Novell a signed Membership Form that includes agreement to the MLA terms.
- 2.20 **Update** means a fix or compilation of fixes released by Novell during the term of the MLA to correct operational defects (program bugs) in the Software.
- 2.21 **Upgrade** means any new version of a Software product which bears the same product name, including version changes evidenced by a number change immediately to either the right or left of the decimal (for example, GroupWise 5.1 to 5.2 or GroupWise 4.0 to 5.0). If a question arises as to whether a product offering is an Upgrade or a new product, Novell's opinion will prevail, provided that Novell treats the product offering the same for its end user customers generally.
- 2.22 **Volume Discount** means the discount identified on the volume discount table in the Program Guide.
- 3 Contract Coordinator.** Customer shall identify on Schedule A the name and address information of its Contract Coordinator responsible for conducting Customer's day-to-day MLA business, including the following:
- 3.1 Ensure MLA Schedules (including Order Forms) are executed and remain updated during the MLA;
- 3.2 Coordinate additional orders;
- 3.3 Coordinate the required annual self-audits.
- Customer may replace its Contract Coordinator by delivering written notice to Novell signed by the outgoing Contract Coordinator.
- 4 Licenses.** The license terms for licenses granted by Novell are made available through and provided in the Membership Form's License Terms Attachment.

5 Delivery of Master Software and Documentation.

- 5.1 **Master Software.** Novell will make available to Customer Master Software from which Customer may copy and install Licensed Works according to the Program Guide. Customer must keep a written record of the location of sets of Master Software it receives under the MLA. Upon MLA termination, Customer's right to use Master Software terminates, and Customer must return all Master Software to Novell (see 9.5.1 below). Master Software is not available in all regions; in such regions Novell will fulfill MLA orders using other media.
- 5.2 **Duplication.** Customer may make and install Software copies from the Master Software for Customer's internal Use (including an archival or backup copy for each Software license). All copies of Software must be made from the Master Software and must reproduce the Master Software's serial numbers and all proprietary rights notices. See Section 7 below for the payment terms for Software licenses.
- 5.3 **Delivery Terms.** Delivery of Master Software and Documentation from Novell to Customer in the United States will be made Cost & Freight, Customer's facility, Novell's carrier, ground only. All other freight arrangements will be prepaid and billed to Customer. For delivery outside the U.S., Novell will select a carrier to transport Master Software to port of entry and will pay the cost of insurance and freight. Customer will be responsible for all applicable import duties and value added tax, goods and services tax, or other similar taxes and fees, except that for shipments from Ireland or The Netherlands to Norway or Switzerland, Novell will be so responsible. For shipments from Ireland, Novell will select a carrier and pay freight to Customer's designated delivery address if within the European Union or to the national border (port of entry) for other destinations. In either case, Customer will be responsible for all applicable import duties and value added tax, or other applicable taxes and fees.
- 5.4 **Title & Risk of Loss.** In the case of shipment to destinations within the United States, title to any media and Documentation, exclusive of the rights retained under the MLA in trademarks, patents, copyrights, trade names, trade secrets and intellectual property (net "Deliverables"), and all risk of loss will pass to Customer upon delivery to Customer. In the case of shipments from the United States to destinations outside the U.S., title to and risk of loss concerning such Deliverables will remain with Novell until the shipment arrives at the port of entry in the importing country (or at a bonded warehouse within Canada or Mexico if Customer requests shipment to those countries). For all shipments originating in Ireland, terms are Cost & Freight with title passing to Customer at the Irish shipment point. Notwithstanding the foregoing, no title to Master Software is transferred to Customer.
- 5.5 **Fulfillment Agent.** Novell may designate a Fulfillment Agent under this contract to act solely on Novell's behalf in the performance of certain tasks under this MLA. At the State of Washington's request, Novell shall provide the name of this Fulfillment Agent and the specific duties this Fulfillment Agent will perform for Novell under this MLA

6 Maintenance. A primary MLA purpose is to ensure Customer has access to the most current revision of the Software and available technical support. Accordingly, unless expressly indicated otherwise, the Maintenance services described below are a mandatory part of all Software licenses granted under the MLA, and Discounted Maintenance Fees will be charged for such services throughout the MLA term. If Customer has not paid due Maintenance within 30 days after the beginning of a new Annual Period, Novell may automatically invoice Customer for Maintenance Customer is obligated to pay during that Annual Period. Customer is obligated to pay its Maintenance obligations independent of any notification from Novell; for such Maintenance payments, if Customer has not delivered an Order Form to Novell within 30 days after the beginning of the new Annual Period, the MLA constitutes the required authorization or Order Form from

Customer for such Maintenance payment.

During the period for which Maintenance is paid, Novell will provide Customer with the following Maintenance:

- 6.1 **Upgrades and Updates.** Novell will provide any Upgrades and Updates released by Novell within a reasonable period of time after they become commercially available.
- 6.2 **Technical Services.** Novell will provide to Customer the technical services described in the then-current MLA Premium Service Guide, the terms of which are incorporated into this MLA. Novell may revise the Premium Service Guide at any time in order to, among other things, comply with applicable laws, regulations, and tariffs. Any revised Premium Service Guide will supersede prior versions and become effective upon publication.
- 6.2.1 **Information Transfer.** As described in the Premium Service Guide, Customer may access electronic on-line services to transfer data electronically and/or may authorize a Novell support engineer to access Customer's network via a remote connection to work directly on line with the Customer to assist in resolving technical problems. In either case, Customer agrees that notwithstanding the confidentiality provisions, Customer will not submit via such on-line links or otherwise give Novell access to any documents, files, programs or other data ("Customer Data") that are, or are alleged to be, confidential or proprietary to a third party unless Customer first obtains all necessary licenses to do so. Customer shall be liable for any claims, liability, damages, costs, and expenses (including reasonable attorneys' fees) incurred by Novell directly or indirectly as a result of Customer's breach of such obligation. CUSTOMER UNDERSTANDS ITS FILES MAY BE ALTERED OR DAMAGED IN THE COURSE OF NOVELL PROVIDING TECHNICAL SERVICES, WHETHER BY TELEPHONE, E-MAIL, FAX, ON-SITE OR VIA REMOTE CONNECTION; CUSTOMER AGREES TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACK UP ITS SYSTEMS ACCORDINGLY.
- 6.2.2 **Optional On-Site Services.** If Customer requests the optional on-site services, Novell agrees to indemnify and hold Customer harmless from any liability, damages, costs, and expenses (including reasonable attorneys' fees) arising out of claims for personal injury or property damage caused by the negligence or willful misconduct of Novell or its authorized employees or agents in the course of providing technical services on Customer's premises. Novell's liability under this section shall be reduced proportionally to the extent that any act or omission of Customer, or its employees, agents, or representatives, contributed to such Liability. For purposes of this Section, "property damage" does not include damage to, or loss of, files, data, or other information. *On-Site Support may not be available in all worldwide locations. Contact Novell for current information.*
- 6.2.3 **Customer Contacts.** Customer shall identify on Schedule B the contact information of each of Customer's technical services contacts. See the then-current Premium Service Guide for any additional information.
- 6.3 **Upgrade Restrictions.** Customer agrees to accept and Use Upgrades subject to the provisions of the License Terms Attachment to the Membership Form.
- 7 Placing Orders and Payment Terms.**
- 7.1 **Discounted License Fee.** Customer may purchase licenses for Licensed Works by submitting to Novell a completed and signed Order Form for the applicable Discounted License and Maintenance Fees. The total, non-refundable Discounted License Fee for each Order Form will be payable in a lump sum. If during a month Customer makes copies of Software (a) for which Discounted License Fees have not been paid, and (b) for which the total applicable Discounted

License Fees amount to \$5,000 or more. Customer must immediately submit an Order Form for all such copies. Customer must submit no later than the last day of each month an Order Form that identifies all Software copies previously made for which no Order Form has been submitted and no Discounted License and Maintenance Fees paid.

- 7.2 **Discounted Maintenance Fee.** The mandatory Discounted Maintenance Fee will be calculated on an annual basis and paid annually in advance, with each Maintenance period expiring at the end of each Annual Period. The initial Discounted Maintenance Fee for a license will be calculated from the first day of the month following the earlier of (a) Customer's submission of the Order Form, or (b) Customer's making of a Software copy, through the end of the then-current Annual Period.
- 7.2.1 **Optional Full-Term Payment.** Upon signing the MLA, and at the start of any renewal term, Customer may elect to pay all Discounted Maintenance Fees for the full remaining term of the MLA, rather than on an annual basis as described in Section 7.2. In such event, Customer's Discounted Maintenance Fees will be calculated through the end of the MLA term. Customer may apply the full-term Discounted Maintenance Fees in calculating Customer's MLA discount.
- 7.3 **Payment.** All fees will be due and payable in U.S. Dollars within 30 days from the date of invoice.
- 7.4 **Minimum Orders.** The minimum amount per Order Form is \$5,000 before discount. This minimum requirement will not apply to Order Forms that must be submitted at the end of every month under Section 7.1 or to an order for Master Software. Each Customer location placing MLA orders must submit a completed Membership Form with an initial order of at least \$5,000 before discount.
- 7.5 **Price and Product Changes.** Novell may revise the MLA Price List at any time to (a) change the list prices for Software, Maintenance, and other products or services, and (b) add or delete Software licenses or other products or services available for purchase. Novell will not increase the list price of a License or Maintenance Fee for any Software during the MLA's current term once Customer has ordered such Software by valid Order Form and has paid the applicable fees. Any decrease in list prices will apply to any Customer orders received after publication of a new MLA Price List. Novell's obligation to protect Customer's list prices will not apply to special promotions and does not guarantee product availability for the full MLA term.
- 7.6 **Late Payments.** Payments made later than the due date will accrue interest from the date due to the date paid at the lesser of the rate of 12% per year or the highest rate allowed by applicable law. Customer agrees to pay reasonable costs and attorney's fees if Novell is required to undertake collection measures against Customer.
- 7.7 **Installed Base.** Customer's installed Base (Novell product licenses available under the MLA which Customer purchased outside the MLA and is currently using) may be transitioned into the MLA (be licensed under the MLA at the product's most current version and receive Maintenance) through the purchase of Maintenance for the licenses. Maintenance is mandatory throughout the MLA term for products so transitioned. To transition licenses of System Products (products not identified in the MLA Price List as GroupWare Products) that are not at the current product revision level, Customer must upgrade, at the discounted Upgrade price, the licenses to the current revision level before purchasing the required Maintenance. To transition in licenses of GroupWare Products (as identified in the MLA Price List) that are not at the current product revision level,

Customer must pay the cost of a minimum of 1 year of Maintenance; regardless of the time remaining in the MLA, Customer will not receive Maintenance after MLA expiration. Novell may modify the purchase requirements for transitioning licenses into the MLA.

- 8 **Record Keeping and Audit.**
- 8.1 **Self-Audits.** Customer will conduct an annual self-audit to identify (a) Customer's copying and use of the Licensed Works, and (b) the total number of workstations, computers or other devices connected to a network which uses Novell's Software, and (c) whether Customer has paid for all Licensed Works copied and/or used. Customer will provide the information from this self-audit to Novell in an annual written report within 30 days after the end of each Annual Period or termination of the MLA. The report will be made on the audit form provided by Novell. It is Customer's responsibility to timely provide the report without notice from Novell. If the audit shows Customer owes any fees, Customer will submit with the report a corresponding purchase order. If Customer is more than 30 days late in submitting the audit report, Novell may delay accepting orders or delivering technical support or other MLA benefits until it receives the audit.
- 8.2 **Formal Audits.** During the MLA term and for two years after its termination, Customer will maintain complete records showing (a) amounts due and paid, (b) copying and use of the Licensed Works, and (c) the total number of workstations, computers or other devices connected to a network which uses Novell's Software. During this time period Novell will have the right, at its expense and upon no less than 3 working days prior written notice, to audit Customer's use of the Licensed Works and records related to this use and MLA payments. Such audit may be conducted by Novell or its authorized representative, will not interfere unreasonably with Customer's business activities, and will be conducted no more often than once per calendar year, unless a previous audit disclosed a material discrepancy. If such audit shows Customer understated actual use of the Licensed Works or otherwise underpaid amounts owing, Customer will immediately pay all amounts owing. If an audit shows Customer understated use of the Licensed Works or underpaid amounts owing by more than 5%, Customer will pay the reasonable expenses of the audit. Novell will use information received during an audit solely for the purposes of this MLA and will otherwise maintain the confidentiality of such information.
- 8.2.1 Customer may request an audit under Section 8.2 be conducted at Customer's expense by an independent accounting firm approved by Novell; Novell may not unreasonably withhold approval. Novell will have the right to determine the audit scope and required audit testing and to review the audit work products prior to the finalization of the audit.
- 9 **Term and Termination.**
- 9.1 **Term.** The term of this MLA will begin on the Effective Date and will remain in effect for a period of 2 years from the first day of the month following the Effective Date. The MLA term will be automatically renewed for two-year periods until either party gives written notice otherwise at least 60 days prior to the end of the MLA term.
- 9.2 **Termination for Convenience.** Either party may terminate the MLA solely for convenience at the end of any Annual Period by giving the other party written notice at least 60 days prior to the end of the Annual Period.
- 9.3 **Termination for Cause.** Either party may terminate the MLA upon written notice for the substantial breach by the other party of any material term, if such breach is not cured within 30 days following receipt of written notice of breach from the non-breaching party.

- 9.4 **Immediate Termination.** Either party may terminate this MLA, effective immediately upon written notice to the other party, if the other party (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (c) becomes insolvent or unable to pay its obligations as they accrue, or (d) becomes subject to direct control by a trustee, receiver, or similar authority.
- 9.5 **Effect of Expiration or Termination.** Upon expiration or termination of the MLA for any reason, Customer's right to duplicate the Licensed Works and to acquire new MLA licenses will immediately terminate. Customer's right to use Licensed Works for which it has paid the applicable fees shall be perpetual, subject to the surviving MLA provisions (For licenses transitioned to server-based licenses under 9.5.1 below, Customer's perpetual rights will be in the server-based licenses).
- 9.5.1 **Transition from MLA.** Upon expiration or termination of the MLA, Novell and Customer agree to work together in good faith to transition Customer from the MLA Program back to Novell's regular sales channels; this process will include replacing MLA Software with the number of Novell's standard server-based licenses which provide Customer at least equivalent functionality. This transition shall occur at no cost to Customer, except for any media costs incurred by Novell in replacing the MLA Software with Novell's standard licenses and/or media. Within 30 days after termination or expiration, Customer must certify in writing to Novell that it has destroyed or returned all Master Software to Novell.
- 9.5.2 **Discounted Maintenance Fees.** If the MLA is terminated for Novell's convenience or because of Novell's breach, Novell will refund any Maintenance Fees paid for the time period past the first day of the month following the MLA's termination date. Maintenance fees will not otherwise be refunded.
- 9.5.3 **Survival of Terms.** Sections 4, 8.2, 10, 11, 12, and 13 will survive MLA termination and will thereafter solely govern Customer's use of the Licensed Works, except that Customer's license to use any server-based licenses to which Customer is transitioned under Section 9.5.1 above shall be as described in the license which accompanies the software.
- 10 **Intellectual Property Indemnification.**
- 10.1 Novell will defend or settle any claim, suit or proceeding brought against Customer so far as it is based on an allegation that a Licensed Work infringes a patent or copyright of the country in which Customer takes delivery of such Licensed Work. Novell will pay any damages, costs and expenses finally awarded (or agreed to by settlement) in any such claim, suit or proceeding. Novell shall be relieved of the foregoing obligation unless (a) Customer promptly notifies Novell of any such claim, (b) Novell has sole control of the defense and all related settlement negotiations, and (c) Customer provides Novell with the reasonable assistance, information and authority necessary to perform the above. If Customer desires to have separate legal representation in any such action, Customer shall be responsible for the costs and fees of its separate counsel.
- 10.2 If a Licensed Work is held to infringe and use of such Licensed Work is enjoined, or if in Novell's opinion a Licensed Work is likely to become the subject of infringement, Customer will permit Novell, at Novell's option and expense, to: (a) procure for Customer the right to continue to use the Licensed Work, or (b) replace or modify the Licensed Work so that it becomes non-infringing and has the same or additional functionality and comparable or improved performance characteristics, or (c) upon Customer's return of the infringing Licensed Work, refund to Customer the consideration paid for such Licensed Work as amortized on a straight-line basis over a 3-year period from the date of delivery, whereupon Novell's continued liability to
- Customer will cease.
- 10.3 Novell shall have no obligation or liability for infringement that results from (a) Novell's compliance with Customer's designs, specifications, or instructions, (b) use of other than the current release of the Licensed Works, if the infringement would have been avoided by use of the current release and if the infringement occurs more than 90 days after Novell has made a public announcement or notified Customer that a previous release may infringe, (c) a modification of the Licensed Works that was not requested or authorized in writing by Novell, (d) use of the Licensed Works other than as specified in relevant Novell publications, (e) use of the Licensed Works in combination with any third party computer program, equipment, or other product not approved in writing by Novell for use with the Licensed Works, (f) the furnishing to Customer of any information, service, or technical support by a third party, or (g) non-licensed use of the Licensed Works.
- 10.4 **Indemnification Limitation.** NOVELL'S LIABILITY UNDER THIS SECTION 10 IS LIMITED BY SECTION 12.1.1. THIS SECTION 10 STATES THE ENTIRE AND EXCLUSIVE OBLIGATION OF NOVELL TO CUSTOMER REGARDING ANY INFRINGEMENT CLAIM OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 11 **Limited Warranty**
- 11.1 **Software.** Novell warrants that the Software will conform substantially to the specifications in the Documentation, provided that: (a) the Software is not modified by anyone other than Novell, unless authorized by Novell in writing; (b) Customer notifies Novell in writing of the nonconformity no later than 90 days after purchase; (c) Customer's computer equipment is in good operating order and is installed in a compatible environment; (d) the Software is installed in a compatible environment; and (e) the nonconformity is not caused by a third party or by Customer. In this Section, "conform substantially" means that the Software conforms to the vast majority of all specifications in the Documentation. Novell's only obligation under this warranty is to use reasonable efforts to cause the Software to conform substantially with the Documentation, or to refund to Customer the consideration paid for such Software upon Customer's return of all such Software and Documentation. In the event of a refund, Customer's right to use the Software shall automatically expire.
- 11.2 **Magnetic Media and Documentation.** Novell warrants that if either the magnetic media on which the Licensed Works are contained or the Documentation is in a damaged or physically defective condition at the time of delivery to Customer and if it is returned to Novell (postage prepaid) within 90 days of delivery, Novell will provide Customer with replacements at no charge.
- 11.3 **Services.** Novell warrants that the technical services and any consulting services provided under the MLA will be supplied in a professional manner. Customer acknowledges files may be altered or damaged in the course of Novell providing technical services, and agrees to take appropriate measures to isolate and back up its systems.
- 11.4 **Early Access Release.** Early Access Release (beta) software is provided to Customer "AS IS" without any warranty. Customer acknowledges that the pre-release software has not been fully tested and may contain errors and bugs. Customer must determine for itself the suitability of the use of Early Access Release software for any purpose. Novell does not guarantee that a commercial version of the software or that associated products will be released. Novell shall have no obligation to provide support for the software.
- 11.5 **Non-Novell Products.** Novell does not warrant non-Novell

- products. Any such products are provided on an "AS IS" basis. Any warranty service for non-Novell products is provided by the product manufacturer in accordance with any applicable manufacturer's warranty.
- 11.6 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11, NOVELL MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY LICENSED WORKS OR SERVICES, NOVELL DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVELL DOES NOT WARRANT THAT THE LICENSED WORKS WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THE LICENSED WORKS ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. Some states/jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Customer. This warranty gives specific legal rights which may vary from state/jurisdiction to state/jurisdiction.
- 11.7 **Hazardous Environments.** THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE FOR ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENT DAMAGE.
- 12 **Limitation of Liability.**
- 12.1 **Novell Liability.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NOVELL WILL NOT BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA) RELATED TO OR ARISING UNDER THIS MLA, WHETHER IN A CONTRACT, TORT OR OTHER ACTION FOR OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the exclusions or limitations of this Section may not be applicable.
- 12.1.1 TO THE EXTENT ALLOWED BY APPLICABLE LAW, NOVELL'S LIABILITY FOR ANY CAUSE OF ACTION ARISING UNDER THIS MLA WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS MLA.
- 12.2 **Customer Liability.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WILL NOT BE LIABLE TO NOVELL OR A THIRD PARTY FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA) RELATED TO OR ARISING UNDER THIS MLA, WHETHER IN A CONTRACT, TORT OR OTHER ACTION FOR OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS SECTION DOES NOT APPLY TO VIOLATIONS OF NOVELL'S INTELLECTUAL PROPERTY RIGHTS.
- 12.3 **Limitation of Remedies.** THE REMEDIES DESCRIBED OR REFERRED TO IN THIS MLA SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR THE BREACH OF ANY MLA OBLIGATIONS.
- 13 **General Terms.**
- 13.1 **Laws.** If signed by Novell, Inc., this MLA will be governed by the laws of the State of Utah and applicable federal (U.S.) laws, unless the laws of the state, province, or country of Customer's domicile require otherwise, in which case the laws so required will govern. The conflicts of law rules forming of the governing law are excluded. If either party initiates legal proceedings to enforce a term of the MLA, the prevailing party will be entitled to recover reasonable attorneys' fees. Each party will, at its own expense, comply with any applicable law, statute, ordinance, administrative order, rule and regulation.
- 13.2 **Dispute Resolution.** The parties will negotiate in good faith to resolve any MLA disputes. If negotiation does not resolve a dispute, senior officers of each party shall meet in person to attempt to resolve the dispute. This meeting must be held before either party may seek another method of resolution, including judicial or governmental resolutions. This section shall not prevent either party from seeking or obtaining temporary equitable remedies, including injunctive relief.
- 13.3 **Confidentiality and Information Exchange.** The receiving party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall in no event be less than the receiving party gives to protect its own confidential information. The receiving party may disclose Confidential Information only to its employees or agents who need to know such information and shall inform such employees or agents by way of policy and agreement that they are bound by obligations of confidentiality. These confidentiality obligations shall survive for 3 years after expiration or termination of the MLA.
- 13.3.1 **Confidential Information** means (a) the terms of this MLA, and (b) any other information the disclosing party desires to protect from unrestricted disclosure by the receiving party and that (i) if disclosed in tangible form, is marked in writing as "confidential" or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information does not include information that (1) is already in the receiving party's possession without obligation of confidence; or (2) the receiving party independently develops; or (3) is or becomes publicly available without breach of the MLA; or (4) the receiving party rightfully receives from a third party without obligation of confidence; or (5) the disclosing party releases for disclosure by giving written consent; or (6) is required to be disclosed by court or regulatory rule or order.
- 13.3.2 **Residuals.** Subject to patents and copyrights, either party may use Residuals for any purpose including developing products or services. "Residuals" means ideas, concepts, or technology contained in information retained in memory by a party's employees with access to Confidential Information, but does not include information deliberately memorized to classify it as Residuals. This Residuals provision does not give the receiving party the right to disclose business plans or financial, statistical, or personnel data of the disclosing party, and does not allow for any purpose the literal copying of a document. The receiving party will have no obligation to restrict the assignment of employees who receive Residuals.
- 13.4 **Force Majeure.** Neither party will be liable for any failure or delay in performance, if such failure or delay is due to war, strike, government requirements, acts of nature, acts or omissions of carriers, or other cause beyond its reasonable control; however, if a party's performance of any material obligation is reasonably expected to be delayed more than 3 months due to any such cause, the other party may terminate this MLA upon 30 days' prior written notice. Each party shall give prompt written notice of any condition likely to cause any delay or default.
- 13.5 **No Employment or Agency.** The parties are independent contractors. Neither the MLA terms nor any services provided

will be construed to create an employment, agency or partner relationship between Customer and Novell.

- 13.6 **Notices.** All notices will be in writing. Notices to Customer shall be delivered to Customer's Contract Coordinator and Location Coordinator(s). Notices to Novell shall be delivered to Major Markets Contract Manager, MS Q-313, 1555 N Technology Way, Orem UT 84097-2399 USA. Notices may be delivered by certified or overnight mail, fax, courier, or overnight delivery.
- 13.7 **Binding Effect / Assignment.** This MLA is binding upon the parties' and their respective successors and assigns. Unless expressly permitted herein, neither party may transfer, assign, or delegate any right or obligation set forth in the MLA without the prior written consent of the other party; provided that neither party will unreasonably withhold consent for an assignment to the other party's parent or subsidiary. Either party may, upon prior written notice, assign the MLA to the surviving company in the event of a merger or acquisition. If Novell sells a Licensed Work to a third party, it may assign its MLA obligations regarding such product to the third party.
- 13.8 **Severability.** If an MLA provision is held invalid or unenforceable, the provision will be severed to the extent of such invalidity, or unenforceability.
- 13.9 **Waiver.** No waiver of any MLA right shall be effective unless in writing, signed by an authorized representative of the waiving party. No waiver of any past or present right arising from any breach of failure to perform shall be deemed to be a waiver of any future rights.
- 13.10 **Modifications.** Except as expressly allowed in the MLA, the MLA may not be modified except in writing signed by authorized representatives of each party. In particular, the terms of a purchase order will not modify the MLA unless the parties agree otherwise in writing.
- 13.11 **Entire Agreement.** The MLA is the final and exclusive statement of and the entire agreement between the parties as to its subject matter. The MLA supersedes all prior and contemporaneous agreements and statements on these subjects. Each party warrants that in entering into this MLA, it has not relied upon or been induced by any representation not expressly set forth in this MLA.
- 13.12 **Intellectual Property Rights and Remedies.** Nothing in this MLA waives or limits extra-contractual rights and remedies available to Novell to protect its proprietary interest in the Licensed Works, including, rights and remedies available under U.S. copyright law, European Union law, the Berne Convention or other international treaties, or applicable national copyright and intellectual property laws of the countries in which Customer uses the Licensed Works.
- 13.13 **Export.** Regardless of any disclosure made by Customer to Novell of an ultimate destination of a Licensed Work, Customer will not directly or indirectly export or transfer any portion of the work, or any system containing a portion of the work, to anyone outside the U.S. (including further export if Customer took delivery outside the U.S.) without first complying fully with any export controls that may be imposed on the work by the U.S. Government or any country or organization of nations within whose jurisdiction Customer operates or does business. Customer assures Novell that absent any required prior authorization from the Bureau of Export Admn., 14th Constitution Ave., Wash DC 20230, Customer will not export or reexport (as defined in Section 734.2(b) of the Export Admn. Regulations, as amended ("Regulations")) the works or any technical data or other confidential information, or direct product of any of the foregoing to any country in Country Groups D:1 or E:2 as

defined in the supplement No. 1 to Section 740 of the Regulations, or such other countries as come under restriction by action of the U.S. Government, or to nationals from or residing in the foregoing countries, without first obtaining permission from the appropriate U.S. Gov. authorities. The countries subject to restriction by the U.S. Gov. are subject to change; it is Customer's responsibility to comply with the U.S. Gov. requirements as amended from time to time.

**Schedule A
DIS MLA Coordinator (Required)**

Customer Name on MLA: State of Washington
Department of Information Services (DIS)

Contract Coordinator

Name: **Kari Inman**
Title/Dept: **Technology Brokering Service**
Address: **605 E. 11th Ave., P.O. Box 42445**
City, State, Zip: **Olympia, WA 98504-2445**
Phone/Fax: **(360) 902-0310/ (360) 753-1673**
E-mail: kari@dis.wa.gov

Chief Financial Officer

Name: **Chuck Smith**
Title/Dept: **Finance Office**
Address: **1110 Jefferson St., P.O. Box 42445**
City, State, Zip: **Olympia, WA 98504-2445**
Phone/Fax: **(360) 902-3521/ (360) 664-0576**
E-mail: chucks@dis.wa.gov

**Novell's Coordinators
Novel Representative Sales Office**

Name: _____
Title/Dept: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Novell's Contract Manager

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Assistant Director

Name: **John Anderson**
Title/Dept: **Telecommunication Services Division**
Address: **512-12th Ave. SE, P.O. Box 42445**
City, State, Zip: **Olympia, WA 98504-2445**
Phone/Fax: **(360) 902-3333/ (360) 902-3453**
E-mail: johna@dis.wa.gov

Manager Technology Brokering Services

Name: **John Stewart**
Title/Dept: **Technology Brokering Service**
Address: **605 E. 11th Ave., P.O. Box 42445**
City, State, Zip: **Olympia, WA 98504-2445**
Phone/Fax: **(360) 902-0304/ (360) 753-1673**
E-mail: johns@dis.wa.gov

Novell's Area Account Executive

Name: _____
Title/Dept: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Schedule B

Premium Service Contacts for Washington State MLA

Agency Information: Primary Support Site

Agency Name: _____

Address: _____

City, State, Zip: _____

Agency Contact: _____

Phone/Fax/E-mail: _____

Annual Discounted Maintenance Fee: \$ _____

Hotline Support Selection *(Required) (Please choose one of the following)*

Note that the specification of contacts and/or incidents, and of the number of subscriptions, must follow the allotment specified Premium Service Guide. Any variance in this Schedule from such allotment does not commit Novell to any additional services.

Standard Option (Unlimited Incidents)

Number of contacts _____ Number of Novell Support Connection CD Subscriptions _____

OR

Incident Option (Unlimited Contacts)

Number of incidents _____ Number of Novell Support Connection CD Subscriptions _____

Service and Support Authorization Number (Assigned by Novell): _____

Support Contacts (Please identify the appropriate Support Contacts and Novell Support Connection CD Subscriptions below. If additional space is required, attach additional copies of this schedule.)

Location/Program Name: _____

Location/Program Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Phone/Fax: _____

Phone/Fax: _____

E-mail: _____

E-mail: _____

Schedule B
Premium Service Contacts (Continued)

Please fill out address information for any additional subscriptions you qualify for or wish to purchase under the MLA:

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Location/Program Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Turn in completed form to DIS with order for Premium Services.

Schedule C: Order Form (Product Licenses, Master Software, Maintenance, and Services) (Required)

Date: _____
Customer Name on MLA: _____
MLA Contract #: _____
MLA Discount %: _____
Purchase Order # (required): _____
Novell Sales Order # (completed by Novell): _____

This order is for (check appropriate boxes)
 License and Maintenance Purchases Purchase and Shipment of Master Disks
 Maintenance purchases for licenses purchased outside of the MLA

Ship To Information (required):
Company: _____
Attention: _____
Street Address: _____
City, State, Zip: _____
Country: _____
Phone/Fax: _____

Ordering Location (if different than Ship To address):
Company: _____
Street Address: _____
City, State, Zip: _____
Phone/Fax: _____
E-mail: _____

Invoice To Information (required):
Company: _____
Attention: _____
Street Address: _____
City, State, Zip: _____
Country: _____
Phone/Fax: _____
E-mail: _____

Installation Location (required):
Company: _____
Attention: _____
Country: _____
Phone/Fax: _____

E-mail: _____

Purchasing Agent Contact (required)

Name: _____
Phone/Fax: _____
E-mail: _____

Local Novell Account Representative (required)

Name: _____
Phone/Fax: _____
E-mail: _____

CUSTOMER SIGNATURE (required)

For MLA purchases: By signing below, Customer certifies that it has read and understands the Master License Agreement ("MLA") to which this Schedule C applies, and agrees to be bound by its terms. Customer is the party that signed the MLA, or a parent company Subsidiary Affiliate (check applicable box) of the party that signed the MLA.

For Government GLA purchases: By signing below, Customer certifies that it has read and understands the Government License Agreement ("GLA") to which this Schedule C applies, and agrees to be bound by its terms. Customer is the party that signed the GLA, or a department, agency, or organization (check applicable box) of such party.

Signature _____
Print Name _____
Title _____
Date _____

Price and Products are subject to change. All prices are based on U.S. dollars.

To order, send completed and signed Schedule C and/or purchase order to:
MLA Order Management, Novell, Inc. 1555 North Technology Way, MS Q-231
Orem, Utah 84097-2399 U.S.A., Fax: 801-228-9511
Please Note: Illegible or incomplete orders cannot be processed and will be returned

Schedule C: Order Form (continued)

MLA Customer: _____

If purchasing Maintenance for licences purchased outside of the MLA, please list this purchase with an explanation on a Schedule C separate from other purchases. Please refer to the current month's MLA Price List for part numbers and pricing. Additional Order Forms are also available at <http://www.novell.com/programs/ncc/price.html>

Product License and Services		Part Number	Quantity	List Price	Discounted Price	Extended License Price	Extended Maintenance Price	Maintenance Dates	
Prod: Example Product	License	LIC-002466-001	2,340	\$142.00	\$68.16	Example: \$159,494.40		<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance	MNT-002466-001	2,340	\$29.80	\$14.30		Example: \$33,471.36	08/01/97	07/31/97
Prod:	License							<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance								
Prod:	License							<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance								
Prod:	License							<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance								
Prod:	License							<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance								
Prod:	License							<u>Beginning</u>	<u>End</u>
Mark One: Node or Copy	Maintenance								
						Total License and Maintenance			

Please fill in all cells of a row.

Product Software Masters* and Services	Part Number	Quantity	List Price	Discounted Price	Extended Price
Product:					
					Total Software Masters and Services

*Masters are not needed for multiple purchases of same product.

Grand Total of Order: \$

Total of Products & Services

Special Comments: _____

Prices and products are subject to change. All prices based on U.S. dollars.

The Membership Form is replaced by the Membership Agreement which is attached as Exhibit A to the Addendum to this MLA.

Membership Agreement for Novell MLA Software

This Membership Agreement is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State government, and _____ ("Customer"), a Washington State agency or political subdivision.

Pursuant to the Information Services Board Policy of 1995, *Acquisition and Disposal of Information Technology Resources*, DIS has entered into a Corporate Agreement, known as a Master License Agreement ("MLA"), with Novell, Inc. ("Novell") in order to make Novell's MLA Software Products ("Software") available to Customers of DIS Technology Brokering Services.

Customer enters into this Membership Agreement with DIS in order to purchase such Software licenses. This Membership Agreement sets forth the terms and conditions under which Customer shall be licensed to use such Software. As a result of executing this Agreement with DIS, Customer assumes some responsibilities directly to Novell, Inc., who shall be a third party beneficiary of this Agreement.

1. **Effective Date.** The effective date of this Agreement shall be the date of its execution by both of the parties, or May 15, 1998, whichever is later.
2. **Term.** The initial term of this Membership Agreement will begin on the effective date and will remain in effect through June 30, 1999. Subsequent terms will be for two (2) year periods. The term will be automatically renewed unless at least sixty (60) days prior to the end of a term either party gives written notice to the other to terminate the Membership Agreement. The term of this Membership Agreement will automatically terminate upon expiration or termination of the MLA.
3. **MLA.** This Membership Agreement is a binding agreement that incorporates the terms and conditions of the MLA, a copy of which is provided herewith. By entering into this Agreement with DIS, Customer assumes some responsibilities directly to Novell, Inc., who shall be a third party beneficiary of this Membership Agreement.
4. **License Terms and Conditions.** This Agreement includes Exhibit A - License Terms, attached hereto and incorporated herein by this reference, which describes the licenses granted to Customer through the MLA.
5. **Prices.** Customer shall pay to DIS in a timely fashion the *non-refundable* fees for all Software and services ordered pursuant to this Membership Agreement at the prices set forth in the DIS Novell MLA Software Products Price List.
6. **Node-based Licensing.** Customer understands that node-based licensing is available to Customer only while purchasing Software and maintenance through the MLA. At expiration or termination of this Membership Agreement, Customer must transition from the MLA Program back to Novell's regular sales channels and Novell's standard server-based licenses. See MLA Section 9.5.1.
7. **Agency and Location Coordinators.** All copying for any Customer must be performed solely by the person designated in writing to DIS as the Agency Coordinator or by one or more Location Coordinators designated in writing by the Agency Coordinator. Included in the written notice to DIS shall be the name, business address, Internet address, telephone number and fax number of the Agency Coordinator and each Location Coordinator.
8. **Compliance Responsibility.** Customer is responsible for understanding and complying with the restrictions described herein. Customer will use reasonable efforts to make its employees, agents, contractors, representatives or other individuals using the Software under this Agreement aware that the Software products are proprietary products of Novell, have been licensed by Novell to Customer, may only be used subject to the terms and conditions contained in this Agreement and may not be copied, transferred or otherwise used in violation of such terms and conditions. Unauthorized copying will expose the individual and Customer to civil and in some cases criminal penalties. Individuals found violating this Agreement will also be subject to Agency disciplinary action.
9. **Audits.** Customer shall keep accurate records relating to Customer's reproduction and distribution of the Software. Customer shall conduct an annual self-audit in June of each year to confirm the total copies of Software being used by Customer and the total number of workstations, computers or other devices connected to a network which uses Novell's Software and shall certify in writing to DIS the results on the form attached hereto as Exhibit B. Customer shall forward payment for any copies not previously accounted for to DIS along with the self-audit report by June 30th of each year. If Customer is late submitting the self-audit report, Customer

may lose the right to place further orders or receive technical support or other MLA services from Novell. During the term of this Agreement and for a period of two (2) years after payment for Software copies is made; Customer will maintain complete records showing (i) amounts due and paid, (ii) copying and use of the Software, and (iii) the total number of workstations, computers and other devices connected to a network which uses Novell Software. Customer is subject to formal audit by Novell pursuant to MLA Section 8.2.

10. Save Harmless. Customer shall indemnify and save DIS harmless from and against (i) any financial or other loss to DIS caused by the Customer's actions or omissions; (ii) any assessment against the Customer as a result of a material discrepancy in Customer's use of Software identified in an audit; (iii) any violation of copyright law or other restrictions set forth herein. In the event DIS is required to act in defense of Customer's actions or otherwise incurs costs as a result of Customer's actions or omissions with respect to the MLA or Novell's Software, Customer shall reimburse DIS in full therefor. "Customer" includes all its members, officers, agents, contractors representatives or employees.

11. Expiration or Termination. When Customer is no longer purchasing Software and Maintenance from DIS through the MLA Program for whatever reason, Customer shall return or certify that it has destroyed all Master Software to Novell within thirty (30) days.

12. Year 2000. Novell has warranted that Intranet Ware and GroupWise 5.2 Software are Year 2000 Compatible. Novell maintains a Year 2000 site at <http://www.novell.com/p2000/product.html> with information about the Year 2000 compatibility of Novell products. The Agency is solely responsible for making informed and appropriate purchasing decisions. See Section 3 of the Addendum to the MLA.

The undersigned certifies that he/she has read, understands and agrees to the provisions of this Agreement and that he/she is has the authority to bind Customer to a legal contract.

Approved
State of Washington,
Department of Information Services

Approved
Customer

Signature

Signature

Print or Type Name

Print or Type Name

Title

Date

Title

Date

Approved as to Form
State of Washington,
Office of the Attorney General

Signature

Print or Type Name
Assistant Attorney General

Title

Date

License Terms MLA Membership Form - Attachment A

Use of the Licensed Works is subject to the following terms and restrictions together with all other MLA terms.

1 License Definitions

- 1.1 **Client Software** means the software programs provided as part of the Software that operate on a single-user device, permitting that device to access the shared resources provided by Host Software.
- 1.2 **Competitive Upgrade** means a product of Novell's competitors designated by Novell as qualifying for an Upgrade to Novell Software.
- 1.3 **Documentation** means user documentation and manuals (including CD-ROM versions, when available) provided by Novell which accompany a Software product.
- 1.4 **Host Software** means the software programs provided as part of the Software that are designed to operate on a single computing device, providing access to the shared resources attached to that computer. Host Software may contain technical limitations that limit use of the Host Software to a specified number of computers running Client Software.
- 1.5 **Internal Use** means Use by (a) Your employees for Your internal business, and (b) Your consultants and contractors only while performing work for You on Your premises.
- 1.6 **NLM Software** means Software delivered with Host Software and capable of running on the Host Software.
- 1.7 **Node** means a network connection identified by a unique network address; printers, faxes, mail servers and other devices attached to the network also constitute a Node.
- 1.8 **Software** means the Novell software product(s) licensed to You under the MLA.
- 1.9 **Update** means a fix or compilation of fixes released by Novell during the term of the MLA to correct operational defects (program bugs) in the Software.
- 1.10 **Upgrade** means any new version of a Software product which bears the same product name, including version changes evidenced by a number change immediately to either the right or left of the decimal (for example, GroupWise 5.1 to 5.2 or GroupWise 4.0 to 5.0). If a question arises as to whether a product offering is an Upgrade or a new product, Novell's opinion will prevail, provided that Novell treats the product offering the same for its end user customers generally.
- 1.11 **Use** means loading the Software into the temporary memory of a computing device, i.e., RAM, and running or executing it for the purposes for which the Software was designed. Unless the applicable license states otherwise, Use will be limited to a single computing device.
- 1.12 **User Count** means the number of users specified for use with a product.

2 License Grant. Upon payment of the applicable license fees and Novell's receipt of the order for a Licensed Work, Novell grants and You accept the licenses below. Your licenses to Use the Licensed Works (but not to make copies of Master Software) will survive expiration of the MLA and be perpetual. Novell, Inc. is the licensor of the Licensed Works, except that (i) if Your address provided on the Membership Form is in Europe, the Middle East, or Africa, and Novell Ireland Software Ltd. or other Novell subsidiary is listed as the Novell contracting party on the Membership Form, then the licenses are granted by Novell Ireland Software Limited or made available on its behalf, and (ii) if Novell Japan is the Novell entity that signs the Membership form, the licenses are granted by Novell Japan.

- 2.1 **Network Node License.** Novell grants a non-exclusive, non-transferable, and worldwide license to (a) provided you do not receive any direct payment, make and distribute an unlimited number of copies of the Host Software for Your Internal Use, and (b) conditional upon paying the applicable Discounted License Fee for each Node with which the Host and Client Software is to be Used, make, distribute, and Use the Client Software for Your Internal Use and use the NLM Software on the Host Software.
- 2.2 **Server Network License.** Novell grants a non-exclusive, non-transferable, worldwide license to (a) Use the Host Software on a single computing device (network server) to connect to and simultaneously Use up to the number of copies of Client Software specified by the User Count, and (b)

provided you do not receive any direct payment, make and distribute an unlimited number of copies of Client Software for Your Internal Use, (c) use the NLM Software on the Host Software.

- 2.3 **Node and Server Licenses.** Certain Software licensed by Novell on a Network Node basis under the MLA, such as IntranetWare, is also licensed by Novell on a Server Network (server-based red box licenses) basis. You may acquire such Software through either Network Node or Server Network licenses under the MLA, but may not mix Network Node and Server Network at a single Customer location (a facility with an individual street address).
- 2.4 **BorderManager License.** Your license grant for BorderManager is described in the license delivered with the product or otherwise made available to you through the MLA Program. A copy of the license grant is available from Novell.
- 2.5 **Netscape Navigator.** If You purchase a license for a product that includes Netscape Navigator Software, You may install a copy of Netscape Navigator on each computing device running the Client Software in support of the Host Software for Use: (a) primarily in support of the NLM Software, and (b) for Internet or World Wide Web access.
- 2.6 **MultiProtocol Router.** If You purchase a license for a product that includes NetWare MultiProtocol Router Software (an NLM Software program), Your license is for 1 port for each server upon which You load the product that includes the MPR Software.
- 2.7 **IPX/IP Gateway.** If You purchase a license for a product that includes the IPX/IP Gateway Software, Novell grants You a 250-user (1000-user for BorderManager) license for each server upon which You load the product that contains the Gateway Software.
- 2.8 **Mailbox License.** Upon payment of the applicable license fee for each user Mailbox (an account for the storage of electronic mail, regardless of whether attached to a network and/or remote) with which the Software is Used, Novell grants a non-exclusive, non-transferable, worldwide license to copy, make, and distribute the Software for Your Internal Use on Your computer systems. A Mailbox license is not required for Mailboxes that are used solely for physical facilities, such as a printer mailbox or a fax mailbox. A Mailbox License for GroupWise 4.1 Software includes the right to access SoftSolutions via a SoftSolutions Remote Document Server. For GroupWise Gateway Software sold separately from GroupWise Software, the following provision applies:
 - 2.8.1 **Gateway Mailbox License.** Upon payment of the applicable license fee for each user Mailbox that can connect to the GroupWise Gateway Software, Novell grants a non-exclusive, non-transferable, worldwide license to copy, make, and distribute the Software for Your Internal Use on Your computer systems. You must have a GroupWise Gateway Software license for each such connection in addition to the GroupWise Software mailbox license required to create the Mailbox.
- 2.9 **Per Copy License.** Upon payment of the applicable license fee for each copy of the Software, Novell grants a non-exclusive, non-transferable, worldwide license to make and distribute those copies of Software for Your Internal Use on Your computer systems.
- 2.9.1 **SoftSolutions.** Additionally, a license is required for each copy of SoftSolutions, whether executing from or residing on a host computer, memory, or a Portable Mode Enabled computer; or stored on a storage device of any kind, on multi-user computer(s), single-user computer(s), or local/wide area networks (servers and workstations/clients). In addition, a license is required for each computer that accesses the Software via a SoftSolutions Remote Document Server. You may use the Software in only a single environment (Windows or DOS) at a time. A Server Enhancement Module (SEM) license is required for each File Server license, even though a SEM copy needs to be Loaded for each Dataset and a single set of SoftSolutions program files may access multiple Datasets.
- 2.10 **Novell Support Connection CD.** For each subscription to the Novell Support Connection CD, Novell grants You a nonexclusive, nontransferable right to copy and distribute the CD for Internal Use on all Your computer systems at Your location(s).
- 2.11 **Early Access Release Software.** If Novell provides You Early Access Release (beta) software, You are authorized to Use such software solely for evaluation purposes. As Early Access Release software, documentation, and related information is confidential to Novell, You may not disclose it outside of Your organization without Novell's prior written

consent. Your license to Use such software terminates upon the earlier of Novell's general release of the software to the public or written notice from Novell.

copies/adaptations made.

- 2.12 **Documentation.** If Documentation for the Software is provided with the Software in CD-ROM format, You may for internal use print copies of such Documentation from the on-line screen up to the number of MLA licenses You have purchased. Novell will, through third parties, make hard-copy Documentation available for Your purchase; You may duplicate for internal use Documentation You have purchased up to the number of MLA licenses You have purchased for that Software. Documentation for Software that is not at the current revision level will be made available for up to two months after the last shipment date of the Software.
- 2.13 **New Products or Upgrades.** So that Novell may make available on the MLA Price List new Software products or Upgrades to current products, Your license grant for a product or Upgrade may differ from the above license terms. If there is a conflict or inconsistency between the above license grants and the license grants made available to You with a product or Upgrade, the latter license grants will prevail; as to all other contractual provisions, the MLA with this License Terms Attachment will prevail.
- 2.14 **Commercial Public Network Service ("CPNS") Restriction.** You may not use IntranetWare, NetWare 4.x, or BorderManager Software, or later versions of this Software, in a CPNS without first obtaining a separate license from Novell (for more information, see <http://www.novell.com/internet>). A CPNS is a service offered to the general public or to businesses, and that provides Internet access, virtual private networking, remote network management, access to corporate or other networks, or access to any remote computing device, application, service or data.
- 2.15 **Upgrade Restrictions.** Whether You receive Upgrade licenses through Maintenance or through a separate purchase, You accept and Use Upgrade licenses subject to the following terms:
- 2.15.1 Use of an Upgrade is limited solely to replace (a) a Novell product acquired by You pursuant to a valid Novell license, or (b) a Competitive Upgrade for which Novell is offering an Upgrade. In either case, the product from which You are upgrading is referred to below as the "Original Product."
- 2.15.2 In the case of System Products (products not identified in the MLA Price List as GroupWare Products), You agree (a) that 90 days after installation of the Upgrade, the license associated with the Original Product will automatically terminate and become void, and (b) to return or destroy the Original Product within such 90 day period.
- 2.15.3 In the case of GroupWare Products (as identified in the MLA Price List), You may Use either the Upgrade or a prior revision of the Upgrade, but never both revisions at the same time on any given machine.
- 2.15.4 Except as expressly permitted in this Upgrade Restrictions Section, You will not use, sell, or transfer the Original Product upon receipt of an Upgrade.
- 2.15.5 You accept any Upgrades under the terms of the license type described in this MLA, in the Order Form, and in the MLA Price List as applicable to the upgraded Software.
- 2.15.6 Nothing in this MLA will be construed to warrant or imply that Upgrades or Updates will be produced for any product or, if so produced, when such Upgrades or Updates will be made commercially available.
- 2.16 **Specific Licenses.** Unless otherwise authorized in the MLA, Documentation, or in writing by Novell, no right is granted to Use Client or Host Software to directly access client software or host software provided by other vendors.
- 2.17 **Connection Management Software.** You may not modify any Connection Management Software (software designed to prevent more connections than the number of licensed connections specified by the Documentation, packaging, or user materials of the Software) included in or provided with the Software. Further, You may not use any device, process or computer program that increases, either directly or indirectly, the number of connections to the Host Software.
- 2.18 **Ownership.** Ownership of and title to the Licensed Works (including adaptations or copies) is held by Novell or its licensors. Copies are provided only to allow You to exercise license rights.
- 2.19 **Transfer of License.** Except as otherwise provided in the MLA, You may transfer licenses to another entity only after receiving prior written consent from Novell. With any license transfer, You will transfer all copies of the transferred Software with its Documentation and any
- 2.20 **Copies.** You may copy the Software only for Internal Use (including an archival or backup copy for each copy of Software licensed under this Agreement). All proprietary rights notices must be faithfully reproduced and included on all copies and any adaptations. You may only copy Documentation as expressly allowed above.
- 2.21 **Notice to Employees and Agents.** You will use commercially reasonable efforts to inform Your employees, agents, and other individuals using Licensed Works under the MLA that the Licensed Works may not be used, copied, or transferred in violation of the MLA terms.
- 2.22 **Restrictions.** Except as may be expressly authorized in this MLA, You will not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, adapt, disassemble, or reverse-compile Licensed Works. Where You have a statutory right to adapt, disassemble or decompile the Software to obtain information needed to achieve interoperability with other programs, You will not exercise such right unless Novell does not respond within 60 days after receipt of a written request to provide the necessary information.
- 2.23 **Outsourcing.** Upon prior written notice to Novell, You may permit Use of the Licensed Works by a supplier of information services ("Supplier") to the same extent You are permitted to do so, provided that You first purchase sufficient licenses to support such Use and execute a contract with the Supplier that obligates the Supplier to (a) use the Software only for Your internal business purposes and in accordance with the MLA terms, (b) maintain a logical or physical partition within its computer systems which use the Software so as to restrict Software use and access to a portion solely dedicated to Your beneficial use, and (c) allow You or Your agent to audit the Supplier's premises and records relating to use of the Licensed Works for at least 1 year after the earlier of expiration of the MLA or Your contract with Supplier, in order ensure Supplier's compliance with the MLA in its Software use.
- 2.23.1 Within 30 days after entering into such an agreement with a Supplier and providing Licensed Works to the Supplier, You must notify Novell in writing of the name of the Supplier and of the start and expiration dates of the contract between You and the Supplier. If You provide Licensed Works to a Supplier, You must keep records detailing to which entities specific Licensed Works were provided, on what dates, where Master Software is stored, and You must have an established process for retrieving Licensed Works once the MLA or Your contract with the Supplier is terminated.
- 2.23.2 If Novell so requests, You, through Novell or at Novell's option through an entity mutually agreed to by You and Novell, will audit the Supplier for compliance with the MLA terms. Novell shall use the information obtained from any such audit solely to determine compliance with the MLA and to remedy any noncompliance. You irrevocably appoint Novell as Your authorized representative for the purposes of carrying out any audit under the above paragraph. You shall be responsible for use or copying of the Software by the Supplier which violates the MLA terms. You will notify Novell in writing immediately upon learning of the reasonable possibility of a third party's violation of the MLA's terms.
- 2.24 **U.S. Gov Restricted Rights.** Use, duplication, or disclosure by the United States Government is subject to restrictions in FAR § 52.227-14 (Jun 1987) Alternate III (June 1987), FAR § 52.227-19 (June 1987), or DFARS § 252.227-7013 (b)(3) (Nov 1995), or applicable successor clauses. Manufacturer is Novell, Inc., 1555 N Technology Way, Orem, UT 84097.
- 3 **Limited Warranty.** See the MLA Limited Warranty sections for a description of the MLA warranties.
- 4 **Limitations of Liability.** See the MLA Liability Limitations sections for a description of the MLA's limitations of liability.
- 5 **Intellectual Property Infringement.** See the MLA Intellectual Property Indemnification sections for a description of Novell's indemnification for intellectual property infringement claims.

Exhibit B

MLA Self-Audit and Order Form

Please note: This form must be filled out in its entirety and accompanied by a purchase/field order or it will not be accepted by DIS.

Agency Name: _____

Address/Mail Stop: _____

Purchase Order #: _____

Name of person completing Audit: _____

Phone: _____ Fax: _____

Customer certifies that the self-audit as required under the Membership Agreement has been completed and that all information contained herein is true and correct.

Signature: _____

Name (please print): _____

Title: _____

Date: _____

Return completed form to:

DIS Technology Brokering Services
 605 E. 11th Avenue
 PO Box 42445
 Olympia, WA 98504

Please refer to the current DIS Novell MLA Software Products Price List for products that are available under the MLA. Please type or print both the Product Name and Part Number.

Product License Description and Part Number	*Previously Purchased Nodes/Copies to Date	**Audit Results	***Variance	New Nodes/ Copies	Upgrade Nodes/ Copies	DIS Price Per Node/Copy for License Fee	Total DIS Price Per Nodes/ Copies Ordered	DIS Maint. Fee Per Node/Copy	Total DIS Fee for Maint. on all Nodes/ Copies Ordered	Total Fee	Maintenance Dates	
											Beginning	End
Name: _____ _____												
Name: _____ _____												
Name: _____ _____												
Name: _____ _____												
Name: _____ _____												

*Previously Purchased Nodes/Copies to Date-This is a total Node or copy count for licenses that have been purchased through or grandfathered into the MLA, including Maintenance purchased for licenses originally purchased outside the MLA.

**Audit Results-This is the total number of nodes/copies found in the self-audit. Maintenance must be paid on all of these Nodes/ copies.

***Variance-This is the difference between the audit results and the previously purchased Nodes/ copies to date. Both License and Maintenance Fees must be paid on these Nodes/copies.

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[TESTING CRITERIA](#) [WHITE PAPER](#) [YEAR 2000 WEB RESOURCES](#)

Year 2000 Status of Novell Products

The following tables (last updated 11 May 1998) list Novell products that are being validated as part of Novell's Project 2000. If patches are required, a link to the downloadable patch is provided. If you are using other Novell products or Novell products not listed in these tables, Novell recommends upgrading to a newer product as indicated below or discontinue use before the turn of the century. All Year 2000 Ready Novell products require a Year 2000 Ready hardware platform (ie. BIOS/RTC). Please read the [disclaimer](#)

Select from the following links for individual product information or scroll down to view:

[IntraNetWare/NetWare Platforms](#)

[Dial-up Connectivity \(NW Connect\)](#)

[IntraNetWare/NetWare Products](#)

[MultiProtocol Router Products \(MPR\)](#)

[IntraNetWare/NetWare Clients](#)

[Host Connectivity \(SAA\)](#)

[Collaboration Products \(GroupWise\)](#)

[LAN WorkPlace/LAN WorkGroup](#)

[Network Management \(ManageWise\)](#)

[NFS/UNIX Products](#)

[Border Manager](#)

[Additional Items](#)

[WordPerfect Products](#)

[Third party products](#)

intraNetWare/NetWare Platform [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
intraNetWare (English)	Year 2000 Ready	Optional update available
NetWare v4.11 (English)	Year 2000 Ready	Optional update available
intraNetWare/NetWare v4.11 (Portuguese, French, Italian, German, Spanish, Russian)	Year 2000 Ready	Optional update available
NetWare v4.10 and prior 4.x versions	Not being tested - Upgrade to intraNetWare , or NetWare 5 (in Mid 1998)	
NetWare v3.2	Year 2000 Ready	Currently Available
NetWare v3.12 *	Testing Complete - Upgrade to NetWare v3.2 , intraNetWare , NetWare 5 (in Mid 1998) , or apply update.	Update available
NetWare v3.11 and prior versions *	Not being tested - Upgrade to NetWare v3.2 , intraNetWare , NetWare 5 (in Mid 1998)	

* See information on Novell's [Upgrade Wizard](#)

Novell Upgrade Wizard lets you quickly and easily capture the benefits of upgrading to intraNetWare. The Novell Upgrade Wizard migrates both the NetWare 3 bindery and file system to an existing intraNetWare network. In the process, all bindery objects are upgraded to NDS objects. (The Upgrade Wizard v2.1 is Year 2000 Ready)

Product	Status	Date Y2K Update or Upgrade Available
NetWare for Macintosh v4.11	Year 2000 Ready	No update necessary
NetWare for Macintosh v3.12	Year 2000 Ready	No update necessary
NetWare for Macintosh - versions prior to v3.12	Not being tested - Upgrade to NetWare for Macintosh v3.12	
NetWare v4.11 SMP	Year 2000 Ready	<u>Optional update available</u>
NetWare v4.1 SMP and prior versions	Not being tested - Upgrade to <u>NW v4.11 SMP (intraNetWare)</u>	
NetWare v4.11 SFT III	Year 2000 Ready	<u>Optional update available</u>
NetWare v4.10 SFT III and prior versions	Not being tested - Upgrade to <u>NetWare v4.11 SFT III</u>	
NetWare v4.11 for OS/2	Year 2000 Ready	<u>Optional update available</u>
NetWare v4.1 for OS/2 and prior versions	Not being tested - Upgrade to NetWare v4.11 for OS/2	
intraNetWare for Small Business (INSB)	Year 2000 Ready	<u>Optional update available</u>
intraNetWare for Small Business (INSB)- Localized for French, Italian, German, Portuguese, Spanish	Year 2000 Ready	No update necessary
Personal NetWare (PNW), all versions, all languages	Not being tested - Upgrade to <u>intraNetWare for Small Business</u>	
NetWare Lite, all versions, all languages	Not being tested - Upgrade to <u>intraNetWare for Small Business</u>	

intraNetWare/NetWare Clients [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
intraNetWare Client v2.20 for Win95	Year 2000 Ready	<u>Optional update available</u>
NetWare Client v2.12 for Win95 and prior versions	Not being tested - Upgrade to <u>intraNetWare Client v2.20 for Win95</u>	
intraNetWare Client v2.20 for DOS/Win 3.1	Year 2000 Ready	<u>Optional update available</u>
NetWare Client v2.12 for DOS/Win 3.1 and prior versions	Not being tested - Upgrade to <u>intraNetWare Client v2.2 for DOS/Win 3.1</u>	
intraNetWare Client for NT v4.11a (Supports NT OS versions v3.51 and v4.0)(incl. WSMgr)	Year 2000 Ready	<u>Optional update available</u>
intraNetWare Client for NT v4.10 and prior versions	Not being tested - Upgrade to <u>intraNetWare Client for NT v4.11a</u>	
intraNetWare Client v5.11 for Mac	Year 2000 Ready	No update necessary
intraNetWare Client v2.12 for OS/2	Year 2000 Ready	No update necessary
intraNetWare Client for OS/2 - v2.11 and prior versions	Not being tested - Upgrade to <u>intraNetWare Client for OS/2 v2.12</u>	
Netx Client	Not being tested - Upgrade to <u>intraNetWare Client v2.2 for DOS/Win 3.1</u>	
NetWare Client VLM v1.21	Year 2000 Ready (Recommend)	No update necessary

NetWare Client VLM v1.21	Upgrade to <u>intraNetWare Client v2.2 for DOS/Win 3.1</u>	No update necessary
NetWare Client VLM v1.20 and prior versions	Not being tested - Upgrade to NetWare Client VLM v1.21 (Recommend Upgrade to <u>intraNetWare Client v2.2 for DOS/Win 3.1</u>)	
NetWare Client VLMIP	Not being tested - Upgrade to <u>intraNetWare Client v2.2 for DOS/Win 3.1</u>	
NetWare Mobile Client v1.0	Not being tested - no upgrade path	
NetWare Mobile Client v1.0 Languages: French, German	Not being tested - no upgrade path	

intraNetWare/NetWare Products [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
Novell Web Server v3.1A	Year 2000 Ready	No update necessary
Novell Web Server 2.5 and prior versions	Not being tested - Upgrade to Novell Web Server v3.1A	
NetWare/IP v2.2 (for NetWare 4.11)	Year 2000 Ready	No update necessary
NetWare/IP v2.1	Not being tested - Upgrade to NetWare/IP v2.2 (for NetWare 4.11)	
NetWare/IP v1.1 (for NetWare 3.12, 3.2)	Currently Testing	Q2 1998
Novell Application Launcher (NAL) v2.01	Year 2000 Ready	No update necessary
Novell Application Launcher (NAL) v1.1 and prior versions	Not being tested - Upgrade to <u>NAL v2.01</u>	
NDPS	Year 2000 Ready	No update necessary
Novell Replication Services 1.2 (NRS)	Year 2000 Ready	No update necessary
NDS for NT 1.0	Year 2000 Ready	No update necessary
Novell Administrator for Windows NT v2.0c	Year 2000 Ready	<u>Optional update available</u>
Novell Administrator for Windows NT v2.0 and prior versions	Not being tested - Upgrade to <u>Novell Administrator for Windows NT v2.0c</u>	
Novell Cross-Platform Services (NCPS) v4.10b	Year 2000 Ready	Optional source code available to authorized partners
LDAP 1.0	Year 2000 Ready	No update necessary
NetWare Telephony Services (NTS) v2.21	Currently Testing	Q2 1998
NetWare Telephony Services (NTS) v2.11 and prior versions	Not being tested - Upgrade to <u>NTS v2.21</u>	
DHCP v2.1	Year 2000 Ready	No update necessary
DHCP v2.0b and prior versions	Not being tested - Upgrade to DHCP v2.1	
ODI LAN Driver (dev kit)	Year 2000 Ready	No update necessary
NetWare for DEC Access	Not being tested - no upgrade path	

Collaboration Products [Return to top of document](#)

		Date Y2K Update or Upgrade	
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Product	Status	Available
GroupWise 5.2	Year 2000 Ready	No update necessary
GroupWise 5.2 Administration	Year 2000 Ready	No update necessary
GroupWise 5.2 Client for Mac, Unix, Win 3.1, Win 95/NT	Year 2000 Ready	No update necessary
GroupWise 5.2 ManageWise Agent (NLM, NT, UNIX)	Year 2000 Ready	No update necessary
GroupWise 5.2 Monitor	Year 2000 Ready	No update necessary
GroupWise 5.2 Language Versions	Year 2000 Ready	No update necessary
GroupWise WebAccess 5.2(NLM, NT)	Year 2000 Ready	No update necessary
GroupWise Internet Agent (NLM, NT)	Year 2000 Ready	No update necessary
GroupWise 5.0 & 5.1 - All components	Not being tested - Upgrade to <u>GW 5.2</u>	
GroupWise v4.1	Year 2000 Ready	No update necessary
GroupWise v4.1 Administration	Year 2000 Ready	No update necessary
GroupWise v4.1a Client for Win 3.1	Year 2000 Ready	No update necessary
GroupWise v4.1 Servers for NLM and OS/2	Year 2000 Ready	No update necessary
GroupWise v4.1 Client for Macintosh	Not being tested - Upgrade to <u>GW 5.2</u>	
GroupWise v4.1 Clients for DOS and Unix	Not being tested - Upgrade to <u>GW 5.2</u>	
GroupWise v4.1 Servers for DOS and Unix	Not being tested - Upgrade to GroupWise 4.1 NLM or <u>GW 5.2</u>	
GroupWise v4.1 PhoneAccess (OS/2)	Not being tested - Upgrade to <u>GW 5.2</u>	
GroupWise v4.1 Language Versions	Currently testing	Q2 1998
GroupWise Async Gateway (NLM, OS/2)	Year 2000 Ready	No update necessary
GroupWise API Gateway (NLM, OS/2)	Year 2000 Ready	No update necessary
GroupWise Async Gateway (DOS) v4.1	Not being tested - Upgrade to <u>Async Gateway (NLM) or GW 5.2</u>	
GroupWise Fax/Print Gateway (DOS) v2.0	Not being tested - No Upgrade Path	
GroupWise cc:Mail Gateway (OS/2)	Year 2000 Ready	No update necessary
GroupWise MS Mail Gateway (OS/2)	Year 2000 Ready	No update necessary
GroupWise Notes Gateway (NLM, OS/2)	Year 2000 Ready	No update necessary
GroupWise Pager Gateway (NLM)	Year 2000 Ready	No update necessary
GroupWise SMTP/MIME Gateway (NLM, OS/2)	Year 2000 Ready	No update necessary
GroupWise X.25 Gateway (OS/2)	Year 2000 Ready	No update necessary

GroupWise X.400 Gateway (NLM, OS/2)	Year 2000 Ready	No update necessary
GroupWise v4.1 SNADS Gateway (NLM, OS/2)	Gateway Supported but not Y2K tested. Applications that use gateway should be user/developer tested for Y2K issues.	
GroupWise v4.1 OfficeVision/VM&PROFS Gateway(NLM, OS/2)	Gateway Supported but not Y2K tested. Applications that use gateway should be user/developer tested for Y2K issues.	
GroupWise v4.1 MHS Gateway (NLM, DOS)	Not being tested - No Upgrade Path	
InForms v4.2		See third party product list
InForms v4.1 and prior versions (All components)	Upgrade to Informs 4.2	
Soft Solutions v4.1	Not being tested	

Border Manager [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
Border Manager v2.1	Year 2000 Ready	<u>Update available</u>
Border Manager v2.1: Portuguese, French, Italian, German, Spanish	Currently Testing	Q2 1998
FastCache 1.0	Year 2000 Ready	No update necessary

Network Management [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
ManageWise v2.5	Year 2000 Ready	<u>Update available</u>
ManageWise v2.1 and prior versions	Not being tested - Upgrade to ManageWise 2.5	
ManageWise Agent for Windows NT Server v2.1	Currently testing	Q3 1998
NetWare Management Agent (NMA) v2.1	Year 2000 Ready	No update necessary
NetWare Services Manager (all versions)	Not being tested - No upgrade path available	
NetWare Management System v2.1 and prior versions	Not being tested - Upgrade to ManageWise 2.5	
LANalyzer for Windows v2.2	Year 2000 Ready	No update necessary
NetWare LANalyzer Agent v1.1 and prior versions	Not being tested - Upgrade to LANalyzer Agent 1.21	
LANtern Network Monitor for Ethernet (all versions)	Not being tested - no upgrade path	
LANtern Services Manager (all versions)	Not being tested - no upgrade path	

LAN WorkPlace/LAN WorkGroup [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
LAN WorkPlace Pro 5.1 (LWPRO) 32bit	Year 2000 Ready with patch	Update available
LAN WorkPlace 5 for Win3.1, 16 bit	Year 2000 Ready with patch	Update available
LAN WorkGroup 5.01e	Year 2000 Ready with patch	Update available
LAN WorkGroup 4.2 and prior versions	Not being tested - upgrade to LAN WorkGroup 5.01e (LWPRO) 32bit	

MultiProtocol Router Products [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
NetWare Enterprise Router 16 WAN Port v3.1	Year 2000 Ready	No update necessary
NetWare Enterprise Router v3.0	Not being tested - Upgrade to NetWare Enterprise Router 16 WAN Port v3.1 or Border Manager v2.1	
NetWare BranchLink Router 2 WAN Port v3.1	Year 2000 Ready	No update necessary
NetWare BranchLink Router v3.0	Not being tested - Upgrade to NetWare BranchLink Router 2 WAN Port v3.1 or Border Manager v2.1	
MultiProtocol Router v2.2 and prior versions	Not being tested - Upgrade to Border Manager v2.1	
WAN Extensions v3.1	Year 2000 Ready	No update necessary
WAN Extensions v3.0	Not being tested - Upgrade to WAN Extensions v3.1 or Border Manager v2.1	
SNA Extensions v3.1	Not being tested - No Upgrade Path	
SNA Extensions v3.0	Not being tested - No Upgrade Path	

Host Connectivity [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
NetWare for SAA v3.0	Year 2000 Ready	No update necessary
NetWare for SAA v2.0	Year 2000 Ready	No update necessary
NetWare for SAA v2.2 (incl. Services Manager)	Year 2000 Ready	No update necessary
NetWare for SAA: AS/400 Edition	Year 2000 Ready	No update necessary
intraNetWare for SAA: AS/400 Edition 2 (mistaken as SAA 2.3 also)	Year 2000 Ready	No update necessary
NetWare HostPrint/400	Year 2000 Ready	No update necessary
NetWare Hostprint 1.11	Year 2000 ready with patch	Update available
NetWare Hostprint 1.1 and prior versions	Not being tested - Upgrade to HostPrint 1.11	
intraNetWare Host Publisher	Year 2000 Ready	No update necessary
NetWare for SAA 1.3b	Not being tested - Upgrade to	

NetWare for SAA 1.3b

SAA v2.2 or SAA: AS/400
Edition 2**Dial-in/Dial-Out Connectivity** [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
NetWare Connect v2.0	Year 2000 Ready	No update necessary
NetWare Connect v1.0	Not being tested - Upgrade to <u>NetWare Connect v2.0</u> or <u>Border Manager v2.1</u>	
NetWare Connect View v2.0	Year 2000 Ready	<u>Update available</u>

NFS/UNIX Products [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
intraNetWare NFS Services v2.3 (intraNetWare/NetWare 4 Edition)	Year 2000 Ready	No update necessary
intraNetWare NFS Services v2.12	Year 2000 Ready	No update necessary
intraNetWare NFS Services v2.1	Year 2000 Ready	No update necessary
intraNetWare NFS Services v1.2c	Year 2000 Ready	No update necessary
intraNetWare Print Services for UNIX (UPS) v2.12	Year 2000 Ready	No update necessary
NetWare UNIX Print Services v2.1	Currently testing	05/30/1998
NetWare NFS v1.2c/NFS Gateway v1.2 Bundle	Year 2000 Ready	No update necessary
FLex/IP v1.2c	Year 2000 Ready	No update necessary
NFS Starter Kit v1.x	Currently testing	05/30/1998

WordPerfect Products [Return to top of document](#)

Novell no longer supports any WordPerfect products and is not addressing any Year 2000 issues with any WordPerfect product.

Product	Status	Date Y2K Update or Upgrade Available
WordPerfect/Perfect Office - all versions and platforms	Upgrade to <u>Core! WordPerfect Suite</u>	
WordPerfect Language Modules - all	No longer supported by Novell	
Presentations - all	No longer supported by Novell	
PerfectWorks - all	No longer supported by Novell	
PerfectWorks for Kids	No longer supported by Novell	
CallerID	No longer supported by Novell	
DataPerfect	No longer supported by	

DataPerfect	Novell	
InfoCentral	No longer supported by Novell	
Envoy	No longer supported by Novell	
Quattro Pro	No longer supported by Novell	

Additional Items [Return to top of document](#)

Product	Status	Date Y2K Update or Upgrade Available
Btrieve v6.10c (shipped with NW 3.12)	Year 2000 Ready (tested by Novell)	No update necessary
Btrieve v6.10f (shipped with NW 4.11)	Year 2000 Ready (tested by Novell)	No update necessary
NetWare SDK14 C Libraries	Year 2000 Ready	Currently Available
OSA SDK	Year 2000 Ready	Currently Available
NetBasic	Upgrade to OSA SDK	
Java Class Libraries	Upgrade to OSA SDK	
Java Environment for NetWare	Upgrade to OSA SDK	
ORB	Upgrade to OSA SDK	
Perl 5 Scripting	Upgrade to OSA SDK	
Radius 1.0	Year 2000 Ready	No update necessary
Trader	Year 2000 Ready	No update necessary
Visual Components	Upgrade to OSA SDK	
MHS-all versions and components	Not being tested - Upgrade to <u>GroupWise v5.2</u>	
IPX/SPX	Year 2000 Ready	No update necessary

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Disclaimer. This table is a work in progress and is provided "AS IS" without any warranties. Novell expressly disclaims any warranties or representations as to the accuracy or completeness of the contents and expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. The contents are not suitable for use in all situations, and any use by you of the contents is at your own risk. Readers are advised this information is updated from time to time as new data is available. Novell will not be liable for damages of any kind, including direct, consequential (including loss of profits, business, or data) or special damages, which may arise out of or result from reliance on or use of this information.

Novell makes no warranty or representation regarding any third-party products; such products are provided "AS IS." Users interested in the Year 2000 readiness of these products, or corresponding warranty information, should contact the respective third-party product manufacturer.

Instant Navigator **GO**

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ADDENDUM TO
MASTER LICENSE AGREEMENT M5Z107-000705
(State of Washington)

This Addendum amends and supplements the Master License Agreement ("MLA") version 5 (3/1/98) between the state of Washington , acting by and through the Department of Information Services ("DIS"), an agency of Washington State government, ("Customer") and Novell, Inc. ("Novell"). This Master License Agreement has been entered into as a state of Washington Corporate Agreement, DIS Contract Number T98-TSD-310.

1. **DEFINITIONS.** Terms with the initial letter capitalized will have the same meaning as defined in the MLA, unless otherwise defined in this Addendum.

2. **AMENDMENTS TO MLA.** The MLA is amended and supplemented as follows:

A. Section 2.1, Affiliate, is deleted in its entirety.

B. Section 2.3 Customer is modified by deleting the text of this section in its entirety and replacing it with the following:

Customer means individually DIS, and collectively the state agencies and political subdivisions of the state of Washington which have executed an interlocal/customer service agreement and a Membership Agreement with DIS. All rights and licenses granted DIS under this MLA will apply to the state agencies and political subdivisions who are qualified to purchase hereunder, provided that such entity agrees to comply fully with the obligations imposed on the Customer by this MLA by submitting to DIS a signed Membership Agreement.

C. Section 2.8, Internal Use, is modified by replacing subsection (a) with the following:

(a) Customer's employees for Customer's official business purposes by Customers collectively.

D. Section 2.14, Membership Form, is modified by deleting the text of this section in its entirety and replacing it with the following:

Membership Form means the *Membership Agreement for Novell MLA Software* which shall be entered into between DIS and each of the Customers under this MLA, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. DIS will provide Novell with a copy of a Customer's Membership Agreement upon request.

E. Section 2.17, Program Guide, is modified by adding the following to the end of this section:

It is agreed that the terms and conditions of the *Master License Agreement Customer Guide* dated March 4, 1998, current at the effective date of the MLA will remain in effect throughout the term of the contract.

F. Section 2.19, Subsidiary is deleted in its entirety.

G. Section 5.3, Delivery Terms, is modified by deleting the text of this section in its entirety and replacing it with the following:

Delivery of Master Software and Documentation from Novell to DIS will be made freight pre-paid, FOB, DIS Olympia, Washington, Novell's carrier, ground only. Any other freight arrangements will be pre-paid by Novell and billed to DIS.

H. Section 6.2, Technical Services, is modified by deleting the last sentence of the section and replacing it with the following:

Any revised *MLA Premium Services Guide* will be provided to Customer's Contract Coordinator and will become effective upon publication or upon receipt by Customer, whichever occurs later; except that any revision which would substantially diminish the level of services provided to Customer will not take effect unless agreed to by Customer.

I. Section 7.1, Discounted License Fee, is modified by deleting the text of this section in its entirety and replacing it with the following:

DIS may purchase licenses for Licensed Works by submitting to Novell a completed and signed order form for the applicable Discounted License and Maintenance Fees. The total, non-refundable Discounted License Fee for each order form will be payable in a lump sum. DIS will submit no later than the last day of each month an order form that identifies all Software copies previously made for which no order form has been submitted and no Discounted License and Maintenance Fees paid.

J. Section 7.2, Discounted Maintenance Fees, is modified by replacing the phrase "and paid annually in advance" in the first sentence with "and paid quarterly in advance."

K. Section 7.4, Minimum Orders is modified by deleting the text of this section its entirety and replacing it with the following:

The minimum amount per Order Form is \$500.00

L. Section 7.8, Bill-to/Ship-To Address is added as a new section as follows:

Section 7.8, Bill-To/Ship-To Address. The parties agree that the state of Washington, DIS shall be the sole Bill-To and Ship-To address for this MLA.

M. Section 8.1 Self-Audits, is modified by deleting the text of this section in its entirety and replacing it with the following:

Customers will conduct annual self-audits to identify (a) Customers' copying and use of the Licensed Works, and (b) the total number of workstations, computers or other devices connected to a network which uses Novell's Software, and (c) whether Customers have paid for all Licensed Works copied and/or used. Customers will provide the information from this self-audit to DIS in an annual written report by the end of each Annual Period or within thirty (30) days of termination of the MLA and DIS will provide the information from Customers' self-audits to Novell within thirty (30) days of receipt from Customers. The report will be made on the audit form provided as Exhibit B hereto, incorporated herein by this reference. It is Customers' responsibility to timely provide the report without notice from Novell. If the audit shows Customer owes any fees, Customer will submit a corresponding purchase order with the report. If a Customer is more than thirty (30) days late in submitting its audit report, Novell may direct DIS to delay accepting orders from that Customer and Novell may delay delivering technical support or other MLA benefits to that Customer until Novell has received such audit report.

N. Section 9.1 Term is modified by deleting the text of this section in its entirety and replacing it with the following:

The initial term of this MLA will begin on the Effective Date and will remain in effect through June 30, 1999. Any subsequent term will be for a two (2) year period. The MLA term will be automatically renewed for a new term at the end of each MLA term unless at least sixty (60) days prior to the end of a MLA term either party gives written notice to the other to terminate the MLA.

O. Section 9.5.1, Transition from MLA is modified by adding a sentence at the end of the section as follows:

In the event Customers fail to return their Master Software or certify the destruction thereof to Novell, Novell shall deal with such Customers directly and agrees that DIS shall not be held liable for such Customers' actions. DIS shall exercise its best efforts to assist Novell in obtaining compliance by such Customer with MLA obligations.

P. New Section 9.6, Termination of Individual Customer, is added as follows:

Termination of Individual Customer. In the event an individual Customer withdraws its participation under the MLA or fails to fulfill its obligations under the MLA and is thus terminated, the MLA will remain in full force and effect for all other Customers. The withdrawing or terminated Customer will be subject to the terms and conditions of Section 9.5, as modified.

Q. Section 9.7, Termination for Conflict of Interest, is added:

DIS may terminate this MLA by written notice to Novell if it is found, after due notice and examination, that there is a violation by any of the parties hereto of Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this MLA is terminated as provided above, DIS shall be entitled to pursue the same remedies against Novell as it could pursue in the event of a breach of this MLA by Novell. The rights and remedies provided by this clause shall be exclusive and are in addition to any other rights and remedies provided by law.

R. Section 9.8, Termination for Withdrawal of Authority, is added:

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Contract and prior to normal completion, the State may terminate this MLA by fourteen (14) days written notice to Novell. In the case of Termination for Withdrawal of Authority, termination shall follow the terms and conditions of Section 9.5, as modified.

S. Section 11.6, Disclaimer of Warranties, is modified by adding after the end the following:

Novell represents that it is the owner of the products licensed under the MLA or an authorized licensee with rights to license such products to Customer as provided in the MLA. Customer's sole remedy for any violation of this representation is set forth in Section 10, Intellectual Property Indemnification.

T. Section 13.1, Laws, is deleted in its entirety and replaced with the following:

This MLA shall be governed in all respects by the law and statutes of the State of Washington. The jurisdiction and venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. If any legal proceedings are brought to enforce any term, clause, or provision of this MLA, or as a result of this MLA in any way, the prevailing party in such legal proceeding shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof. Each party will, at its own expense, comply with any applicable law, statute, ordinance, administrative order, rule and regulation.

U. Section 13.3.1, Confidential Information, is deleted in its entirety and replaced with the following:

Novell acknowledges that the State is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 to .340. Any specific information that is confidential or proprietary to Novell, must be clearly identified as such by Novell. To the extent consistent with Chapter 42.17 RCW, the State shall

maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Novell's proprietary information, the State will notify Novell of the request and of the date that such records will be released to the requester unless Novell obtains a court order enjoining that disclosure. If Novell fails to obtain the court order enjoining disclosure, the State will release the requested information on the date specified.

V. Section 13.6, Notices, is modified by deleting the phrase "and Location Coordinator(s)" from the end of the first sentence.

W. Section 13.7, Binding Effect/Assignment, is modified by deleting the phrase "or subsidiary" from the end of the second sentence.

3. **YEAR 2000 WARRANTY**

Year 2000 Warranty. Novell warrants that the latest and any subsequent versions of IntranetWare and GroupWise 5.2 Software, and those other products which are listed as Y2000 Ready on Novell's Year 2000 site at <http://www.novell.com/p2000/product.html>, as of May 13, 1998, copy attached as Exhibit C hereto, are Year 2000 Compatible when used in accordance with the Documentation provided (i) the Software is not modified unless by Novell or as authorized by Novell in writing, and (ii) the Software is installed in a compatible system environment. Year 2000 Compatible means a Software product will, when all updates and fixes as made available by Novell have been installed, and provided all other products used with the Software properly exchange accurate date data with it:

(1) Accurately process data involving dates beginning with January 1, 2000 through December 31, 2034, and,

(2) provide that date related functionalities and data fields include the indication of century and millennium and perform calculations which involve a four-digit year field, except that a date element may be represented without a century and millennium if the correct century is unambiguous for all manipulations involving that element.

This term of this warranty will begin when Customer licenses the covered Software products and ends the earlier of expiration of the MLA or March 31, 2000. Novell's only obligation under this warranty shall be that if Customer notifies Novell of a warranty breach during the warranty term, Novell will at its option either remedy the problem with a fix to the Software or provide an upgrade to the Software that is Year 2000 Compatible, or offer Licensee a refund of the Software purchase price upon return of the Software. This warranty does not apply to third party products supplied by Novell whether or not bundled with Novell products.

4. **PRICING.** Novell will provide MLA Software product price lists to DIS electronically in Microsoft Excel compatible spreadsheet format at least three (3) working days prior to their effective date. The price lists will contain English version products only and be limited to

Novell products that are subject to the MLA. The discount off the prices stated in the applicable Novell Master License Agreement Product Pricing and Availability Price List shall be at least forty-eight percent (48%) for License and Maintenance.

5. **CONTINUANCE.** Except as expressly amended and supplemented by this Addendum, the terms and conditions of the MLA will remain in effect unchanged. If and to the extent that any inconsistency may appear between the MLA and this Addendum, the provisions of this Addendum shall control.

NOVELL, INC.

Signature [Signature]
Print Name Steve Shillingford
 Contract Manager
Title _____
Date 5/21/98

**STATE OF WASHINGTON
Department of Information Services**

Signature [Signature]
Print Name JOHN M. ANDERSON
 Assistant Director
Title _____
Date 5/14/98

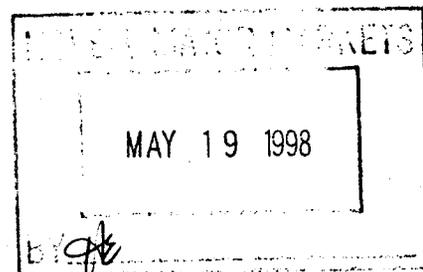
Approved as to Form:

Assistant Attorney General

Signature [Signature]
Print Name Anthony E. Keating
Title Assistant Attorney General
Date 5-13-98

Exhibits:

- A - Membership Agreement for Novell MLA Software
- B - Self-Audit and Order Form
- C - Novell's Year 2000 Web Page as of May 13, 1998



**APPROVED
BY LEGAL**

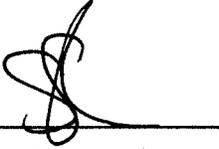
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**SECOND ADDENDUM TO
MASTER LICENSE AGREEMENT
(State of Washington)**

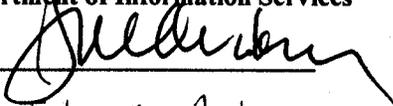
This second Addendum amends and supplements the Master License Agreement ("MLA") version 5 (3/1/98) between the State of Washington, acting by and through the Department of Information Services ("DIS"), an agency of Washington State government, ("Customer") and Novell, Inc. ("Novell"). This Master License Agreement has been entered into as a State of Washington Corporate Agreement, DIS Contract Number T98-TSD-310.

- 1. **Definitions.** Terms with the initial letter capitalized will have the same meaning as defined in the MLA, unless otherwise defined in this Addendum.
- 2. **Amendments to MLA.** The MLA is amended and supplemented as follows:
 - A. Section 2J of Addendum to Master License Agreement (State of Washington) is deleted. Discounted Maintenance Fees will be paid in accordance with Section 7.2 of the MLA.
- 3. **Continuance.** Except as expressly amended and supplemented by this Addendum, the terms and conditions of the MLA will remain in effect unchanged. If and to the extent that any inconsistency may appear between the MLA and this Addendum, the provision of the Addendum shall control.

NOVELL, INC.

Signature 
 Print Name John M. Anderson
 Title Assistant Director
 Date 6.30.98

STATE OF WASHINGTON
Department of Information Services

Signature 
 Print Name John M. Anderson
 Title Assistant Director
 Date 6/18/98

APPROVED

JUN 29 1998

HE

MLA Fulfillment Agent Addendum (Optional)

This Fulfillment Agent Addendum ("Addendum") between the undersigned MLA customer ("Customer"), Novell, Inc. ("Novell"), and Software Spectrum ("Fulfillment Agent"), describes the services which Fulfillment Agent will provide in relation to the MLA for the State of Washington Department of Information Services (DIS) ("Customer").

E-mail: lweeks@softwarespectrum.com

1 Definitions. Terms with the initial letter capitalized will have the same meaning as defined in the MLA, unless otherwise defined in this Addendum.

4 Fulfillment Agent's Responsibilities. Fulfillment Agent is authorized to, and agrees to, perform the following services:

2 Selecting a Fulfillment Agent. Pursuant to Section 5.5 of the MLA, Novell has selected Software Spectrum to perform as the Fulfillment Agent under the MLA between Novell and the Customer.

4.1 Master Software. Only for the term of this Addendum, and subject to the terms of this Addendum and the MLA, Fulfillment Agent may duplicate and install the Master Software for Customer's Internal Use only. Fulfillment Agent shall not make copies of the Master Software (except for backup or archival purposes) until Novell has received and accepted the applicable Schedule C and/or purchase order.

2.1 Invoicing. For all orders placed by Customer with Fulfillment Agent, Fulfillment Agent will fulfill all Customer orders, invoice Customer, and collect all payments and reports that Customer must submit; if Fulfillment Agent fails to comply with its invoicing or collection obligations, Novell may invoice and collect from Customer directly. Customer agrees that Fulfillment Agent shall have the right to invoice Customer for subsequent Maintenance payments required under the MLA; if Customer has not delivered an Order Form to Fulfillment Agent by the time Fulfillment Agent is required to invoice Customer, this Addendum constitutes the required authorization or Order Form from Customer for such Maintenance payment.

4.2 Schedule C/Order Management. At the time Customer signs the MLA or Membership Form, Fulfillment Agent must submit to Novell a copy of Customer's initial Order Form (completed Schedule C and/or purchase order) accompanied by Fulfillment Agent's corresponding purchase order. Upon receiving subsequent Customer orders, Fulfillment Agent shall immediately submit to Novell a copy of the Customer's original Order Form, and the Fulfillment Agent's corresponding purchase order, except that Fulfillment Agent will submit purchase orders and Order Forms of less than \$10,000 to Novell no later than the 15th day of month after the order is received.

3 Designations. Customer's name and Contract Coordinator are as follows:

4.2.1 The Order Form must contain the following information: (a) the product ordered, (b) the applicable discount rate, (c) list and Discounted License Fees, (d) list and Discounted Maintenance Fees and the Maintenance coverage period, (e) ship-to information, (f) invoice-to information, (g) installation location, (h) purchasing agent contact, telephone, and fax number, (i) Membership Number, and (j) any other information specified by Novell on Schedule C.

Parent Company MLA: State of Washington DIS

4.2.2 Maintenance for all copies will begin the first day of the month following Customer's making the Software copies.

Parent Company's MLA Number: M5Z107-000Z05

Contract Coordinator: Kari Inman

4.3 Account History. Within 15 days after the end of each Annual Period, Fulfillment Agent will prepare and deliver to the Customer an Account History showing MLA orders and/or payments made by Customer through Fulfillment Agent, and any MLA Software copies or installations made by Fulfillment Agent.

Address: 605 East 11th Ave., PO Box 42445

Olympia WA 98504-2445

E-mail: kari@dis.wa.gov

Phone/Fax: (360)902-0310 / (360)753-1673

This Addendum applies to (check one):

- All Customer Orders under the MLA
- Only orders at the following Customer location

Customer's ordering location address: _____

This ordering location's Membership Number: _____

Novell hereby designates the following Fulfillment Agent:

Fulfillment Agent Name: Software Spectrum, Inc.

Fulfillment Agent's Address: 2140 Merritt Dr.
Garland TX 75041

Contact name: Layne Weeks

Phone/Fax: 972-864-3984 / 972-864-7878

4.3.1 Verification. In addition to the Customer's MLA Self Audit obligations, Fulfillment Agent agrees to submit to Customer the Account History, and Customer agrees to sign the Account History verifying whether or not Fulfillment Agent's Account History accurately describes Customer's orders placed through the Fulfillment Agent. Fulfillment Agent will submit the completed Account History and verification to Novell.

4.4 Record Keeping. During the MLA and for a period of 2 years after its expiration or termination, Fulfillment Agent shall maintain records showing all MLA orders placed and/or payments made by the Customer through Fulfillment Agent, and the numbers and locations of any Software copying or installation conducted by Fulfillment Agent.

4.5 Payments to Novell. Novell will issue an invoice to Fulfillment Agent upon receipt of Fulfillment Agent's purchase order. Payment terms are net 30 days from the date of invoice. Interest shall accrue on all past due balances at the lesser of 1.5% per month or the highest rate allowed by law. Payments will be due and owing regardless of whether Fulfillment Agent has successfully collected amounts owed from Customer. There will be no prepay discounts. Fulfillment Agent must immediately submit payment to Novell on any orders prepaid by Customer.

4.6 Account Hold Status. If Novell places Fulfillment Agent on

"Account Hold" status, Novell will notify the Fulfillment Agent and the Customer's Contract Coordinator, who shall work together in good faith to resolve the account hold status. If Fulfillment Agent remains on "Account Hold" status for more than 30 days, Novell may, in its discretion, choose to conduct business directly with Customer. If Fulfillment Agent remains on "Account Hold" status for more than 30 days, Novell may terminate this Addendum immediately upon notice to the other parties.

4.7 MLA Terms. This Addendum incorporates the terms of the MLA, and Customer agrees to provide Fulfillment Agent a copy of the MLA. Fulfillment Agent agrees to be bound by the MLA's confidentiality provisions.

5 Term/Termination. This Addendum will become effective on the date it is executed by Novell, and will expire on termination of the MLA for any reason. Any party may also terminate this Addendum at any time upon 30 days prior written notice to the other parties. Within 30 days after expiration or termination hereof, Fulfillment Agent must pay all amounts due to Novell under this Addendum and provide Novell with a final audit. Termination of this Addendum will not prejudice the enforcement of any undischarged obligation of any party existing at the time of termination.

5.1 Account History. Fulfillment Agent must submit a final Account History (see section 4.1 above) to Novell and Customer within 15 days of termination of this Addendum for any reason. Within 15 days after receiving this Account History Customer will sign the Account History verifying whether or not it accurately describes Customer's orders placed through the Fulfillment Agent. Fulfillment Agent will submit the final Account History and verification to Novell.

5.2 Master Software Return. Upon a termination of this Addendum prior to termination of the MLA, Fulfillment Agent will return all Master Software in its possession to Novell and will notify Novell in writing upon completing this return. Upon termination of this Addendum along with termination of the MLA, Fulfillment Agent will return all Master Software in its possession to Novell.

6 Selection of New Fulfillment Agent. Pursuant to Section 5.5 of the MLA, and upon at least thirty (30) days notice to Customer, Novell may designate a new Fulfillment Agent to act solely on Novell's behalf in the performance of certain tasks under this MLA. Novell will designate such Fulfillment Agent through an Addendum to the MLA.

7 Modifications. This Addendum may not be modified except in writing signed by authorized representatives of each party.

8 Signatures. Customer, Fulfillment Agent and Novell have each caused this Addendum to be executed by its duly authorized representative, effective as of the date this Addendum is executed by a Novell representative. Except as expressly modified by this Addendum, the MLA terms remain in effect unchanged.

State of Washington DIS

By signature below, the State of Washington is indicating its acceptance of the appointment of Software Spectrum, Inc. as the Fulfillment Agent for Novell.

Signature _____

Print Name JOHN M. ANDERSON

Assistant Director

Title _____

Date 10/13/98

Fulfillment Agent

Fulfillment Agent certifies that it has read the MLA and the current MLA program brochures.

Signature Layne Weeks

Print Name Layne Weeks

Title Contract Administrator

Date 9/22/98

If Fulfillment Agent qualifies as an "8a contractor" under 15 U.S.C. § 637(a), check "Yes". [] Yes [] No

Novell, Inc. or

Novell, Inc. Subsidiary Name:

Signature _____

Print Name Steve Chillingford
Licensing Manager

Title _____

Date 9-25-98

Legal

SEP 23 1998

CW

**Addendum to Master License Agreement
(Coterminous Maintenance for Pierce County, WA)**

This Addendum modifies Master License Agreement, version 5 ("MLA"), between State of Washington, acting by and through the Department of Information Services ("DIS"), an agency of Washington State government ("Customer") and Novell, Inc. ("Novell"). This Master License Agreement has been entered into as a state of Washington Corporate Agreement, DIS Contract Number T98-TSD-310 (Novell MLA number M5Z107). This Addendum shall apply exclusively to Pierce County, Washington.

1. **Definitions.** Terms with the initial letter capitalized will have the same meaning as defined in the MLA, unless otherwise defined in this Addendum.
2. **Amendments to MLA.** The MLA is modified as follows:
 - a. **Maintenance Period.** For purposes of determining the Maintenance coverage periods for Pierce County MLA Customers, and not for determining the termination date of the MLA, "Annual Period" means the period commencing on the date of execution of this Addendum and ending on December 31, 2000, and each consecutive one-year period (January 1 through December 31) thereafter during the MLA. The intent of this modification is to coordinate the MLA annual Maintenance Fee period with Customer's fiscal year, which runs January 1 through December 31. If any Pierce County Customer's Annual Period extends past the date when the underlying MLA expires, the MLA shall continue as to Customer only until the Maintenance Period for which Customer has paid expires.
3. **Continuance.** Except as expressly amended by this Addendum, the MLA terms and conditions remain in effect unchanged. If and to the extent that any inconsistency may appear between the MLA and this Addendum, the Addendum provisions shall control.

Novell, Inc.

Signature *Michael Bready*

Print Name Michael Bready

Title Contract Manager

Date 2/7/00

State of Washington, DIS

Signature *Michael D. McVicker*

Print Name Michael D. McVicker

Title Asst. Director

Date 1/19/2000

This Addendum ("**Addendum**") amends the MLA or other agreement, as applicable (the "**Agreement**"), with respect to Indemnified Linux Products obtained by the Customer identified below ("**You**") from the Novell entity defined in the Agreement ("**Novell**").

Customer's Full Legal Name:		Washington State Department of Information Services			
Registered Address:		P.O. Box 42445			
City:	Olympia	Postal Code:	98504-2445	Country:	United States
Contract Type:		<input checked="" type="checkbox"/> MLA <input type="checkbox"/> CLA <input type="checkbox"/> VLA <input type="checkbox"/> ALA <input type="checkbox"/> SLA <input type="checkbox"/> MSA <input type="checkbox"/> Other		Contract # (if any):	T98-TSD-310

1. Background

- a. You wish to obtain and use, or have obtained and used, certain Indemnified Linux Products;
- b. You want Novell to indemnify You against claims that such Products infringe a copyright;
- c. You accept Novell's indemnity as outlined below; and
- d. You agree, in consideration of this indemnity and in light of the nature of open source, (i) to the conditions and restrictions of this Addendum, (ii) that under the circumstances such conditions and restrictions are fair and reasonable, and (iii) that if You did not want to agree to such conditions and restrictions, You had the option to obtain the Products without agreeing to this Addendum.

2. Definitions. Capitalized terms have the same meaning in this Addendum as in the Agreement, unless defined otherwise herein.

- a. An "**Indemnified Linux Product**" is Novell software identified on the Novell Linux Indemnified Products Schedule posted at www.novell.com/licensing/indemnity.
- b. A "**Premium Service Level Contract**" is a contract for a level of Novell Premium Service, or a qualifying technical support contract with a participating Novell partner, and is not a contract merely for Novell Premium Service options or packs.

3. Copyright Indemnity

- a. **Commitment.** Regardless of anything to the contrary in the Agreement, and subject to the terms of this Addendum, Novell will defend any claim brought against You to the extent it is based on an allegation that an Indemnified Linux Product You obtained from Novell infringes a third-party copyright of the country in which You took delivery of the Product. Novell will pay damages, costs, and expenses finally awarded (or agreed to by settlement) for any such claim that You incur on or after the date You obtained the Product, but in no event before the earliest date on which such Product was listed on the Novell Linux Indemnified Products Schedule (the "**Listing Date**"). You will (and as a condition of our defense and payment obligations must) promptly notify Novell of the claim, give Novell control of the defense and related settlement negotiations, and provide Novell with reasonable assistance (for which Novell will pay Your reasonable out-of-pocket costs) in defending the claim. If You want separate legal representation in any such action, You will be responsible for the costs and fees of Your separate counsel.
- b. **License / Replace / Refund.** If an Indemnified Linux Product is held to infringe and its use is prohibited, or if it becomes or, in Novell's reasonable opinion, is likely to become the subject of an infringement claim, You will permit Novell, at Novell's option and expense, to:
 - i. Procure for You the right to continue to use the Product;
 - ii. Replace or modify the Product so it is non-infringing (or is less likely to infringe) and has at least the same functionality and at least comparable performance characteristics; or

- iii. Refund to You the amount You paid for the licenses and any upgrades or updates for the Product (if, before receiving this refund, You return the Product to Novell).
- c. **Exceptions.** Novell has no obligation to defend a claim brought against You for infringement, and has no obligation to pay any damages, costs, and expenses You incur in connection with such a claim, to the extent the infringement results from any of the following:
 - i. Novell's compliance with Your designs, specifications, or instructions;
 - ii. Your use of a non-current release of an Indemnified Linux Product, if You could have avoided the infringement or reduced the risk of infringement by using the current release of the Product, and if the infringement occurred more than 90 days after Novell notified You that the non-current release may infringe;
 - iii. Modification of an Indemnified Linux Product by anyone other than Novell;
 - iv. Your use of an Indemnified Linux Product with non-Novell software, equipment, or data, unless such action is carried out as specified in the Novell documentation for the Product, is otherwise approved with particularity by Novell in writing, or is the natural and intended use of the Product;
 - v. You receiving any information, service, or technical support from a third-party; or
 - vi. Your non-licensed use of an Indemnified Linux Product.
- d. **Cap.** To the extent allowed by applicable law, Novell has no obligation to pay any damages, costs, and expenses incurred by You in connection with a claim brought against you for infringement to the extent the aggregate of such damages, costs, and expenses exceeds the lesser of (i) 1.25 times the aggregate amount You paid for the licenses, upgrades, maintenance, and updates giving rise to the claim and (ii) US\$1,500,000. This limit does not apply to Novell's obligation to defend You against such a claim.
- e. **Exclusive Remedy.** Regardless of anything to the contrary in the Agreement, this Addendum states the exclusive obligation of Novell to You regarding any claim of infringement or misappropriation of any third party's intellectual property rights directed against any Indemnified Linux Product.
- f. **Limitations on Liability**
 - i. Novell has no obligation to defend a claim brought against You for infringement, and has no obligation to pay any damages, costs, and expenses You incur in connection with such a claim:
 - (1) If, as of the effective date of this Addendum, You are already engaged in litigation concerning the subject matter of such claim or a product substantially equivalent to any current or past version of the Indemnified Linux Product at issue in such claim;
 - (2) If, on the Notice Date for the claim, and on the date on which you tender Your demand for indemnification for such claim to Novell in writing, You do not have a current Premium Service Level Contract and current Novell upgrade protection in place for the accused Indemnified Linux Product; or
 - ii. Novell has no obligation to pay any damages, costs, and expenses You incur in connection with a claim brought against You for infringement:
 - (1) To the extent You incur such damages, costs, and expenses (other than those incurred in defending the claim) more than 6 months after You become aware that a version of an Indemnified Linux Product becomes the subject of an infringement claim or Novell has provided You with written notice that an Indemnified Product is held to infringe or, in Novell's reasonable opinion, is likely to become the subject of an infringement claim.

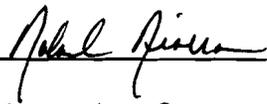
- (2) To the extent You incur such damages, costs, and expenses (other than those incurred in defending the claim) during any period in which You do not have a current Premium Service Level Contract and current Novell upgrade protection in place for the accused Indemnified Linux Product.

4. Other Terms

- a. To the extent that any terms accompanying the software or service deliverable are inconsistent with this Addendum, the provisions of this Addendum prevail.
- b. For the avoidance of doubt only, any intellectual property indemnity provisions contained in the Agreement do not apply to Indemnified Linux Products or any other open source technology incorporated in, provided with, or comprising Novell software, and only the indemnity contained in this Addendum applies to such Products and technology. Furthermore, to the extent allowed by law, any provisions of applicable law and the Agreement that grant any warranty of title or non-infringement do not apply to Indemnified Linux Products or any other open source technology incorporated in, provided with, or comprising Novell software.
- c. If there is other applicable indemnity coverage available to You, You agree that the total of all benefits payable under all indemnity contracts or provisions will not exceed the total damages, costs, and expenses incurred by You, and that Novell will pay only its share of the total damages, costs, and expenses. Novell's share is the proportion that its limit of liability bears to the total of all applicable limits.

5. Continuance. Except as amended by this Addendum, the Agreement terms remain in effect unchanged.

Accepted by Customer

Signature: 
Name: Roland Rivera
Email Address: _____
Title: Assistant Director
Date: August 7, 2006

Accepted by Novell

Signature: 
Name: Ron Warren
Contract Manager
Email Address: _____
Title: _____
Date: 8/9/06

After You execute this Addendum, please send it by fax and then mail the original to Novell. In Europe, the Middle East, and Africa, please send it to Novell Ireland Contract Administration, Treasury Building, Lower Grand Canal Street, Dublin 2, Republic of Ireland, Fax # 00 353 1 6058089. In the rest of the world, including the United States, please send it to Novell, Inc., Attn: Contracts & Negotiations, 1800 South Novell Place, Mailstop PRV-D-231, Provo, UT 84606, Fax # 801-861-2855. For questions, please contact Novell Contracts & Negotiations at contractmanagement@novell.com.