

Novell, Inc. ("Novell") and the Novell User Group ("Group") identified below agree that:

1. Novell grants to the Group a royalty-free, paid-up, nonexclusive license for the trademark NOVELL ("Mark") to use solely in the Group's trade name. All rights not specifically granted are reserved.

2. This Agreement is effective upon the Effective Date identified below and remains in force for a period of one year, unless otherwise terminated. After the initial term of one year, this Agreement automatically renews for consecutive one year periods unless either party provides written notice of non-renewal to the other party at least ninety days prior to the Effective Date anniversary. The Group may terminate this Agreement without cause upon at least ninety days written notice to Novell. Novell may terminate this Agreement upon the occurrence of any of the following events ("Defaults"): (a) if the Group defaults in the performance of any of its obligations under this Agreement; (b) if the Group renders the Mark without the necessary approvals referred to in this Agreement; (c) if the Group is unable to pay its debts when due, makes any assignment for the benefit of creditors, files any petition under bankruptcy or insolvency laws of any jurisdiction, country or place, has a receiver or trustee appointed for its business or property, or is adjudicated as bankrupt or an insolvent; (d) if any government agency or court finds that the Mark is unlawful; (e) if actual or potential adverse publicity or other information, emanating from a third party or parties, about the Group, the Mark, or the use of the Mark by the Group is such that Novell, in its sole judgment, believes that Novell's reputation will be adversely affected; or (f) if the Group, without prior written approval of Novell, sells, subleases, assigns, or otherwise transfers or conveys: (i) all, or a substantial portion of, its assets to a third party or parties; (ii) all, or a majority of, its shares (whether voting or nonvoting) to a third party or parties; or (iii) that portion of its business devoted solely to the promotion of the Mark. In the event any of these Defaults occur, Novell may give notice of termination of this Agreement in writing to the Group, which will have sixty (60) days from receipt of notice in which to correct any Default. If the Group fails to correct the Default within the notice period, this Agreement will automatically terminate on the last day of such notice period. Upon termination of this Agreement, the Group will immediately cease to render the Mark.

3. All advertisements and promotional materials for the Mark will include the following statement: "[the Group's name] is an independent user association, and is not affiliated with Novell, Inc.", or any other statement as Novell may, from time to time, request the Group to substitute therefor.

4. The Group agrees that it is of fundamental importance to Novell that the Mark will be of the highest integrity. Accordingly, the Group agrees that Novell will have the right to determine in its absolute discretion whether the Group's use of the Mark meets Novell's high standards. In the event that Novell determines that the Group's use of the Mark is not meeting accepted levels of quality or integrity, Novell agrees to so advise the Group and to provide the Group with reasonable guidance and a commercially reasonable time of no less than sixty days to meet the above referenced standards of quality and integrity. The Group agrees to give Novell prior written notice of any material change to any part of its use of the Mark, and Novell has the right to reasonable approval of any such material change. Novell will be deemed to have given its approval if it does not give the Group written notice to the contrary within ten business days after Novell's receipt of the Group's notice.

5. Novell retains all rights not expressly conveyed to the Group by this Agreement. The Group recognizes the value of the publicity and goodwill associated with the Mark and acknowledges that such goodwill will exclusively inure to the benefit of, and belong to, Novell. The Group has no rights of any kind whatsoever with respect to the Mark except to the extent of the license hereby granted.

6. Upon execution of this Agreement, the Group will disclose to Novell any and all registrations or applications for registration, in any class, and in any and all countries, made by, on behalf or in the name of the Group, its affiliates, or related companies, or any officer, director, employee, agent, servant, or other juristic entity within the control of the Group or who controls the Group,

for any and all trademarks or service marks which are the same as, similar to, or which contain the Mark, in whole or in part. The Group agrees to immediately assign over to Novell or, at the discretion of Novell, withdraw, abandon, or cancel, any trademark or service mark registration or application for registration disclosable hereunder, at the expense of Novell. The Group further agrees that the Group, its subsidiaries or affiliates, or any officer, director, employee, agent, servant, or other juristic entity within the control of the Group or who controls the Group, will refrain from filing any new trademark or service mark application(s) in any class and in any country, for any trademark or service mark which is the same as, similar to, or which contains, in whole or in part, the Mark. The Group will assist Novell, to the extent necessary, to protect or to obtain protection for any of Novell's rights to the Mark. Novell, if it so desires, may commence or prosecute any applications to register the Mark. Novell will also have the right, in its discretion, to commence or prosecute claims or suits in its own name or in the name of the Group, its subsidiaries, affiliates or related companies where appropriate, or join the Group, its subsidiaries, affiliates or related companies where appropriate, as a party or parties thereto. The Group will promptly notify Novell in writing of any known or suspected inappropriate uses of the Mark. Novell will have the sole right to determine whether or not any action will be taken on account of such uses by others. The Group will not institute any suit or take any action on account of such use by others except with Novell's prior written consent. The provisions of this paragraph 6 will survive the expiry or other termination of this Agreement.

7. The Group agrees: (a) to use the Mark in its trade name only after receiving prior written approval of the trade name from Novell, except that no written approval will be necessary for a trade name exactly conforming to the following patterns: (i) [County, City, State, or Area] Novell Users ["Group," "Forum" or "Association"]; or (ii) Novell Users ["Group," "Forum" or "Association"] or [County, City, State or Area] (the designation of county, city, state, or area will correspond to the geographic location of the Group, and where an area is used in the name the area will be a name or designation which is already known, used, and respected in the relevant location; if the Group previously used the trademark "NetWare" in its trade name, the Group will change its trade name by deleting "NetWare" and inserting the Mark in its place within 120 days of the effective date of this Agreement; (b) to not attempt to license, assign, or in any way transfer the Mark; (c) to employ all reasonable measures to protect the trademark rights granted herein, which measures will not be less than those measures employed by the Group in protecting its own intellectual property; (d) that during and after the termination of this Agreement: (i) it will not attack, interfere with, or bring any kind of action or legal or administrative proceeding in relation to: (1) the use of any of the Novell trademarks not exclusively licensed hereunder by Novell, its subsidiaries, related companies, or licensees; (2) the rights and title of Novell in or to the Mark; (3) the registration, or application for registration, of the Mark by Novell; (ii) it will not attack the validity of the license to the Group granted hereunder; (iii) it will not harm, misuse, or bring into dispute or disrepute the Mark or Novell; (iv) it will render the Mark in an ethical manner and in accordance with the terms and intent of this Agreement; (v) it will not create any expenses chargeable to Novell without Novell's prior written approval; (vi) it will protect, to the best of its ability, its right to carry on this Agreement and render the Mark in accordance with this Agreement; (vii) it will comply with all laws and regulations relating or pertaining to the promotion, advertising, or use of the Mark; (viii) it will maintain the highest quality and standards; and (ix) it will comply with the requests and regulations of any agencies which have jurisdiction over the Mark.

8. The Group recognizes and acknowledges that a breach by the Group of any of its covenants, agreements, or undertakings hereunder will cause Novell irreparable damage, which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the licensed Mark. In the event of the Group's default which could result in irreparable harm to Novell, or cause some loss or dilution of Novell's good will, reputation or rights in the Mark, Novell will be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

9. If any legal action is brought hereunder to enforce or interpret this Agreement, the successful or prevailing party will recover from the non-prevailing party reasonable attorneys fees and other costs incurred in that action, in addition to any and all other relief to which it may be entitled. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between Novell and the Group. Neither party will have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained will give, or is intended to give, any rights of any kind to any third persons. This Agreement will bind and inure to the benefit of Novell and its successors and assigns. Novell will have the right to transfer, assign, or otherwise dispose of all or parts of its rights and obligations under this Agreement to another member of the Novell group of companies or in conjunction with the sale of all, or a substantial portion of, its assets to a third party. This Agreement will bind and inure to the benefit of the Group and its authorized assigns. The Group will not subcontract, sell, assign, or otherwise dispose of any or all its rights or obligations under this Agreement without the prior written consent of Novell. The construction and meaning of the terms and provisions of this Agreement will be interpreted under the laws of the State of Utah of the United States of America, and any dispute relating thereto will be brought before an appropriate court in the State of Utah. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation, or amendment of any item or condition of this Agreement will be effective only if signed by authorized representatives of both parties hereto. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT, WHETHER IN A CONTRACT, TORT, OR OTHER ACTION FOR OR ARISING OUT OF BREACH OF WARRANTY OR CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

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NOVELL

By: _____

Name: _____

Title: _____

Date: _____

THE GROUP

By: _____

Name: _____

Title: _____

Date: _____

Group Name: _____

Group President: _____

Group Mailing Address: _____

Group Web Address: _____

Group Telephone: _____

President E-Mail Address: _____

Group Governing Body (Name, Title, E-Mail):
