

Novell® Licensing Programs Overview

www.novell.com/licensing

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Welcome to an overview of Novell's end user licensing programs.

Agenda

- **Buying Program Options**
- **Perpetual or Subscription?**
- **Maintenance**
- **Counting Options**
- **Volume Price Discounts**



This overview will begin by outlining and comparing each of Novell's buying program options. Additionally, how to decide between perpetual and subscription licensing, Standard and Priority Maintenance, and various counting options available. Lastly, how to qualify for volume price discounts, which are in addition to the standard buying program discounts.

Buying Program Options

Buying program options.



Compare Programs on Web Site

- Individualized customer buying programs and agreements offer unique bundles of benefits and offerings specific to your organization's needs. At www.novell.com/licensing, customers may select their type of organization and view their specific buying program options. Options may include the following programs: VLA, MLA, SLA, ALA.

Please Select Your Customer Type

Business	Academic	Non-Profit
Government	Hosted Service	View All

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Individualized customer buying programs and agreements offer unique bundles of benefits and offerings specific to your organization's needs.

At www.novell.com/licensing, customers may select their type of organization and view their specific buying program options. Options may include the following programs: the Volume License Agreement (VLA), Master License Agreement (MLA), School License Agreement (SLA), and Academic License Agreement (ALA).

By selecting “view all” you are able to quickly compare all of Novell's buying programs side by side at a glance.

Also available for download on this web site are the program guide books associated with each of the buying programs, and any licensing agreements if applicable.

Volume License Agreement (VLA)



Ideal For	Customers of any size who want an easy, transaction-based process with the flexibility of purchasing licenses from a broad reseller channel.
Benefits	Simple to use and understand; no purchase obligation or minimum-purchase requirement. No contract signature required.
Purchase Through	Select any Novell reseller.
Discount Level	Program discounts are available through Novell Resellers, who set VLA Customer pricing. Transaction-based volume discounts may be applied to individual orders when new license quantity thresholds are exceeded.
Counting Options	Based on EULA and product eligibility list.
Maintenance Offerings	Required to purchase combined 1 year Standard or Priority Maintenance with each new product license.
Purchase Requirements	None.
Contracts & Term	Click through agreement when downloading, no set term.
Software License	Perpetual or Subscription licenses.

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The Volume License Agreement is ideal for customers of any size who want an easy, transaction-based process with the flexibility of purchasing licenses from a broad reseller channel.

Benefits include a simple and easy to understand program with no purchase obligation or minimum-purchase requirement. No contract signature required.

Select any Novell reseller to purchase through. VLA orders may not come direct.

VLA program discounts are available through Novell Resellers, who set VLA Customer pricing. Transaction-based volume discounts may be applied to individual orders when new license quantity thresholds are exceeded.

Counting options are based on the individual product's End User License Agreement (EULA) and product eligibility list.

Maintenance purchase requirements include the 1 year Standard or Priority Maintenance with each new product license.

No signed contract, and no set term.

Software license options include perpetual and subscription.

VLA Sub Programs



- **VLA for Education:** A special program discount available to qualifying academic customers who wish to purchase perpetual licenses through the VLA. (Subscription licenses are available using the ALA and SLA programs.) Qualifications for the VLA for Education program are the same as the ALA and SLA qualifications.
 - **Academic Qualifications:** www.novell.com/licensing/academic/qualify.html
- **VLA for Non-Profit & Government:** A special program discount available to qualifying non-profit and government customers who wish to purchase perpetual or subscription licenses.
 - **Non-Profit Qualifications:** www.novell.com/licensing/nonprofit/qualify.html
 - **Government Qualifications:** www.novell.com/licensing/government/qualify.html

Under the Volume License Agreement program are two additional program options. These are the “VLA for Education” and the “VLA for Non-Profit & Government” sub programs.

Academic customers customarily purchase under one of the academic buying programs, either the Academic License Agreement (ALA) or the School License Agreement (SLA). However, only the subscription license option is available under these two academic programs. If an academic customer wishes to purchase perpetual licenses, they may use the “VLA for Education” buying program for those orders. Qualifications for the “VLA for Education” program are the same as the ALA and SLA qualifications.

The “VLA for Non-Profit & Government” offers an exclusive special program discount to qualifying non-profit and government customers who wish to purchase perpetual or subscription licenses.



Master License Agreement (MLA)

Ideal For	Large global organizations who desire greater benefits based on long-term high volume commitments.
Benefits	Greater discount levels; includes price protection and optional direct purchasing relationship with Novell. Facilitates budgeting with annual renewal.
Purchase Through	Directly from Novell or through a Novell reseller.
Discount Level	Program discounts are applied based on each Customer's MLA Discount Level. Participation in MLA Discount Level 1, 2, or 3 is determined by annual spend. Additionally, transaction-based volume discounts may be applied to individual orders when new license quantity thresholds are exceeded.
Counting Options	Based on EULA and product eligibility list.
Maintenance Offerings	Priority Maintenance required on all product licenses at all times; includes upgrades to latest product versions, Novell Technical Support and Training.
Purchase Requirements	USD \$1 million per annum net revenue to Novell. Subsidiaries joining an exiting contract may join for USD \$5,000 per annum net revenue to Novell.
Contracts & Term	Signed directly with Novell; two-year renewable terms.
Software License	Perpetual or Subscription licenses.

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The Master License Agreement is ideal for large global organizations who desire greater benefits based on long-term high volume commitments.

Benefits include greater discount levels, price protection, an optional direct purchasing relationship with Novell, and facilitated budget with annual renewals. Customers may purchase directly from Novell or through a Novell reseller.

Program discounts are applied based on each Customer's MLA Discount Level. Participation in MLA Discount Level 1, 2, or 3 is determined by annual spend. Additionally, transaction-based volume discounts may be applied to individual orders when new license quantity thresholds are exceeded. A \$1 million dollar buy-in initial requirement places the customer at an MLA discount level 1.

Counting options are based on the individual product's End User License Agreement (EULA) and product eligibility list.

Priority Maintenance is required on all product licenses at all times; this includes upgrades to the latest product versions, Novell Technical Support and Training.

The MLA contract is signed directly with Novell, and includes two-year renewal terms.

Software license options include perpetual and subscription.

MLA Price Protection

- Locks in pricing for the current contract term.
- Prices reset to the current level upon each term renewal.
- Applies to license and maintenance purchases.
- **Does not apply to:**
 - Promotions.
 - Exception-based pricing.
 - Services.
 - Early renewals. (Renewal orders will be priced at new term's protected price.)



One of the benefits of the MLA program is price protection.

Price protection locks in pricing at the start of each new contract term. For example, if prices increase during the two-year contract term, the customer won't be required to pay the inflated price, but will instead continue paying the original prices which were in place at the start of their term. Price protection applies to both license and maintenance purchases

Prices will reset to the current level upon each term renewal.

Price protection does not apply to promotions, exception-based pricing, services, or early renewals. If a contract term is renewed early, these orders will be priced at the new term's protected price, not the previous term's prices.

School License Agreement (SLA)



Ideal For	Qualifying primary education institutions (grades K-12) who wish to lease licenses. Meeting the changing requirements of education institutions to license, implement, and maintain their software investments.
Benefits	Simple contract and annual worksheet, upgrades included. Leasing licenses lowers cost. May decide the counting method best suited for their organizations.
Purchase Through	Directly from Novell or through a Novell reseller.
Discount Level	None.
Counting Options	Student enrollment, or workstation count.
Maintenance Offerings	Program automatically includes upgrades to latest product versions. Additional support is available and purchased separately.
Purchase Requirements	\$1,000 minimum annual fee purchase requirement. May select from the pre-determined value bundles or create their own product bundle. USD \$2.25 student enrollment or \$34.00 workstation minimum.
Contracts & Term	Signed directly with Novell; one-year renewable terms. Complete Annual Fee Worksheet each year specifying the products the customer desires to use that year.
Software License	Subscription. (May purchase perpetual through VLA)

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The School License Agreement is ideal for qualifying primary education institutions (grades K-12) who wish to lease licenses. Meeting the changing requirements of education institutions to license, implement, and maintain their software investments.

Benefits include a simple contract and annual worksheet. Upgrades to the latest product versions are included in the annual fee. Leasing licenses lowers the cost.

Customers may purchase directly from Novell or through a Novell reseller.

SLA customers decide the counting method best suited for their organization. Selecting either to count student enrollment, or total workstations. A \$1,000 dollar minimum annual purchase is required. Customers may select from the pre-determined value bundles or create their own product bundle.

The SLA contract is signed directly with Novell, with one-year renewable terms. Simply complete the Annual Fee Worksheet each year specifying the products desired that year.

Subscription is the only license option available under this program. However, SLA customers may purchase perpetual through VLA for Education program if desired.

Academic License Agreement (ALA)



Ideal For	Qualifying colleges and universities who wish to lease licenses. Meeting the evolving requirements of higher education institutions to license, implement, and maintain their software investments.
Benefits	Simple contract and annual worksheet, upgrades included. Leasing licenses lowers cost. May decide the counting method best suited for their organizations.
Purchase Through	Directly from Novell or through a Novell reseller.
Discount Level	Tiered discount pricing levels determined by volume of licenses purchased.
Counting Options	Full time equivalent (FTE), or workstation count.
Maintenance Offerings	Program automatically includes upgrades to latest product versions. Additional support is available and purchased separately.
Purchase Requirements	\$5,000 minimum annual fee purchase requirement. May select from the pre-determined value bundles or create their own product bundle (four-product minimum).
Contracts & Term	Signed directly with Novell; one-year renewable terms. Complete Annual Fee Worksheet each year specifying the products the customer desires to use that year.
Software License	Subscription. (May purchase perpetual through VLA)

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The Academic License Agreement is ideal for qualifying colleges and universities who wish to lease licenses. Meeting the evolving requirements of higher education institutions to license, implement, and maintain their software investments.

Benefits include a simple contract and annual worksheet, upgrades to the latest product versions are included. Leasing licenses lowers the cost.

Customers may purchase directly from Novell or through a Novell reseller.

ALA customers decide the counting method best suited for their organization. Selecting either to count full time equivalent (FTE), or total workstations. A \$5,000 dollar minimum annual purchase is required. Customers may select from the pre-determined value bundles or create their own product bundle.

The program automatically includes upgrades to latest product versions. Additional support is available and purchased separately.

The ALA contract is signed directly with Novell, with one-year renewable terms. Simply complete the Annual Fee Worksheet each year specifying the products desired that year.

Subscription is the only license option available under this program. However, ALA customers may purchase perpetual through VLA for Education program if desired.

Perpetual or Subscription Licensing

Perpetual or subscription licensing.

Perpetual vs Subscription

MLA & VLA Programs Only



PERPETUAL

Perpetual license rights.
Volume price discounts may be applied.
MLA or VLA program discounts may be applied.
MLA Program: Priority Maintenance required with perpetual licenses
VLA Program: 1-Yr Standard or Priority Maintenance required with initial purchase of new perpetual licenses.
Low Maintenance renewal costs.

SUBSCRIPTION

License rights expire at the end of the applicable subscription period if subscription is not renewed.
Volume price discounts may be applied.
MLA or VLA program discounts may be applied.
Sold only as a combined offering with Priority Maintenance.
Lower initial software adoption costs, access to the latest upgrades, technical support and training at all times 24 X 7.

Under the MLA and VLA buying programs are the option to purchase perpetual or subscription licenses. Below is a side by side comparison of the two options.

Both options may apply MLA or VLA program discounts, as well as volume price discounts to orders.

If perpetual is selected, after the initial perpetual license purchase, the only cost is to continue purchasing maintenance. With the MLA program, priority maintenance is required at all times. With the VLA program, only one year maintenance is mandatory. VLA customers may select either 1-year priority or standard maintenance as a combined offering with their new perpetual license purchase.

If subscription is selected, priority maintenance is included in the subscription cost. Subscription offers lower initial software adoption costs, access to the latest product versions, technical support, and training. Subscription license rights expire at the end of the applicable subscription period if the subscription is not renewed.

Subscription vs Perpetual Policy



- All licenses for a particular product must be either **all subscription, or all perpetual**.
- Customers who have already purchased perpetual licenses for a particular product will continue purchasing perpetual licenses when adding **incremental licenses**.
- No perpetual license **vesting or credits** will be accumulated with the purchase of subscription licenses.
- If at any time a customer desires to move from subscription licenses to perpetual licenses, the customer must **pay the full perpetual new license fee**.

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The following policy statement is in regard to selecting subscription or perpetual licenses:

All licenses for a particular product must be either all subscription, or all perpetual.

Customers who have already purchased perpetual licenses for a particular product will continue purchasing perpetual licenses when adding incremental licenses.

No perpetual license vesting or credits will be accumulated with the purchase of subscription licenses.

If at any time a customer desires to move from subscription licenses to perpetual licenses, the customer must pay the full perpetual new license fee.



Maintenance.



Program Requirements

Please review the summary of purchase options below. Some programs already include Maintenance, others allow the customer to choose between two levels, or require a specific level with their program.

- **VLA:** 1-Yr Standard or Priority Maintenance.
- **MLA:** Priority Maintenance required at all times.
- **SLA:** Maintenance included in program.
- **ALA:** Maintenance included in program.

If subscription is selected, Priority Maintenance is already included in the cost.

Please review the summary of purchase options below. Some programs already include Maintenance, others allow the customer to choose between two levels, or require a specific level with their program.

The VLA Program allows customers to choose between either Standard or Priority Maintenance when purchasing perpetual licenses. One year Maintenance is required with each new license purchase, and is sold as a combined offering. If subscription is selected, Priority Maintenance is already included in the cost.

The MLA program requires the purchase of Priority Maintenance at all times on perpetual licenses. If subscription is selected, Priority Maintenance is already included in the cost.

With the academic programs, both the SLA and ALA annual program fees already include the cost of Maintenance.



Maintenance Options

- **Standard Maintenance:**
 - Upgrades to the latest version of product software.
 - Unlimited electronic product training.
 - Product-specific electronic and phone technical support with 12 x 5 coverage (available 12 hours per day, 5 days per week).
- **Priority Maintenance:**
 - Upgrades to the latest version of product software.
 - Unlimited electronic product training.
 - Product-specific electronic and phone technical support with 24 x 7 coverage (available 24 hours per day, 7 days per week).

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For additional options, please visit:
www.support.novell.com/support_options.html

Standard Maintenance includes...

Upgrades to the latest version of product software.

Unlimited electronic product training.

Product-specific electronic and phone technical support with 12 x 5 coverage (available 12 hours per day, 5 days per week).

Priority Maintenance includes...

Upgrades to the latest version of product software.

Unlimited electronic product training.

Product-specific electronic and phone technical support with 24 x 7 coverage (available 24 hours per day, 7 days per week).



Maintenance Purchasing Rules

Rule 1: When adding incremental licenses to an existing product install base, all previously owned licenses as well as newly purchased licenses must be **covered by maintenance** in order to receive technical support.

Rule 2: All licenses under one product type must be covered by the **same maintenance**, either Standard or Priority. (This rule does not apply to SUSE Linux Enterprise Servers).

Rule 3: Maintenance is only available on the **latest versions** of Novell products. If you own license for a older version of the product, Maintenance can only be added after purchasing an Upgrade License. Upgrade Licenses are only available for a short period of time after a new version is released.

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More details are available in the program guides, download on: www.novell.com/licensing

Below are the three maintenance purchasing rules to keep in mind...

Rule 1: When adding incremental licenses to an existing product install base, all previously owned licenses and well as newly purchased licenses must be covered by maintenance in order to receive technical support.

Rule 2: All licenses under one product type must be covered by the same maintenance, either Standard or Priority. (This rule does not apply to SUSE Linux Enterprise Servers).

Rule 3: Maintenance is only available on the latest versions of Novell products. If you own licenses for an older version of the product, Maintenance can only be added after purchasing an Upgrade License. Upgrade Licenses are only available for a short period of time after a new version is released.

Maintenance Pro-ration



VLA

New VLA licenses are sold as combined offering with at least 1-Yr Standard or Priority Maintenance.

To pro-rate after the initial first year of maintenance, the renewal order *must include 12 months maintenance + the number of pro-rated months* required to sync renewal dates.

The next slide will show you which part number to use depending on the number of months needed to pro-rate. Divide the total cost of the part number by 12 months for the monthly price. Then multiply the monthly price of the part number by the number of months remaining in the current annual period.

MLA

New MLA licenses must be purchased with 1-Yr Priority Maintenance, or less than one year if pro-rating to their annual period.

Pro-rating maintenance on new licenses is allowable *without a 12 month minimum maintenance purchase* to sync mid-year purchases with the annual period.

The next slide will show you which part number to use depending on the number of months needed to pro-rate. Divide the total cost of the part number by 12 months for the monthly price. Then multiply the monthly price of the part number by the number of months remaining in the current annual period.

When pro-rating, the purchase requirements for maintenance vary depending on the buying program.

For VLA...

New VLA licenses are sold as combined offering with at least 1-Yr Standard or Priority Maintenance.

To pro-rate after the initial first year of maintenance, the renewal order *must include 12 months maintenance + the number of pro-rated months* required to sync renewal dates.

For MLA...

New MLA licenses must be purchased with 1-Yr Priority Maintenance, or less than one year if pro-rating to their annual period.

Pro-rating maintenance on new licenses is allowable *without a 12 month minimum maintenance purchase* to sync mid-year purchases with the annual period.

The next slide will show you which part number to use depending on the number of months needed to pro-rate. Divide the total cost of the part number by 12 months for the monthly price. Then multiply the monthly price by the number of months remaining in the current annual period.



Part Number Pro-ration Tables

Refer the the tables below to determine which part number to use, depending on the number of months needed to pro-rate.

MLA Maintenance Part Number Pro-ration	
Part Number	Months Needed
1 Yr Maintenance SKU	1 – 23 Months
2 Yr Maintenance SKU	24 – 35 Months
3 Yr Maintenance SKU	36+ Months

VLA Maintenance Part number Pro-ration	
Part Number	Months Needed
1 Yr Maintenance SKU	1 – 35 Months
3 Yr Maintenance SKU	36+ Months

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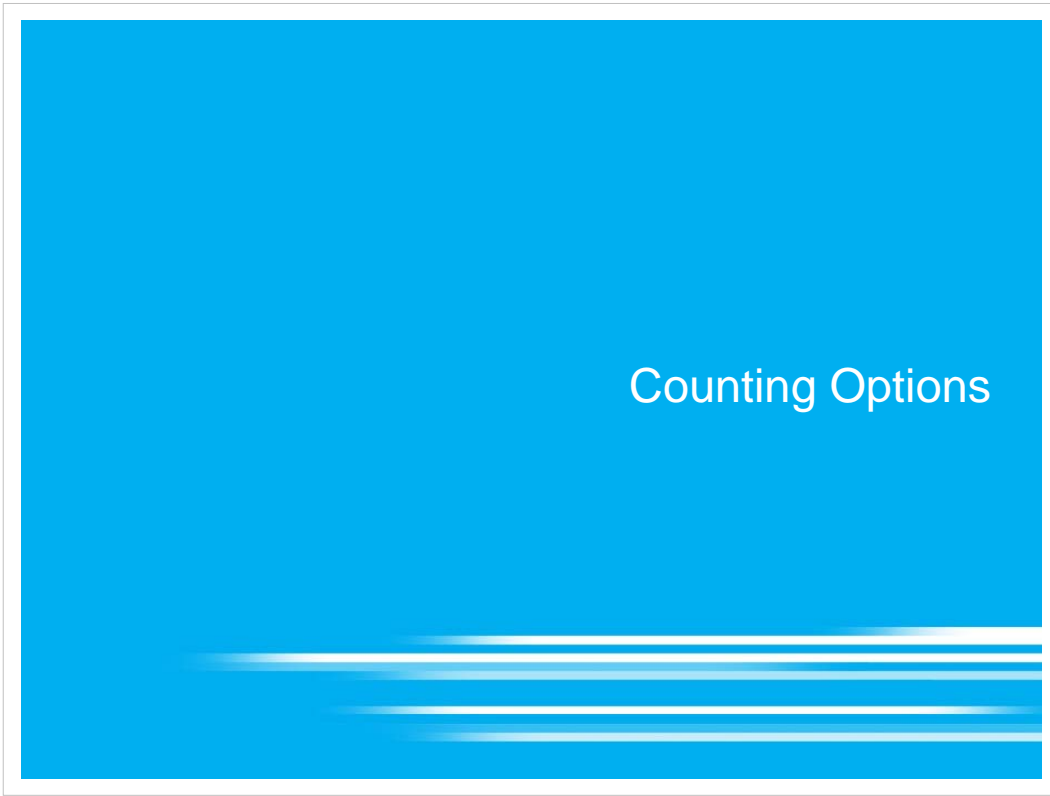
The part number pro-ration tables below detail which part number to order with, depending on the number of months needed to sync your renewal dates.

An example under the MLA program would be...

If maintenance renewals are off by 8 months, sync the renewal dates by purchasing the 1 yr maintenance SKU divided by 12 months times eight to see the pro-rated price of eight months. The order will include the 1 yr SKU pro-rated for the price of eight months. No minimum purchase is required to pro-rate under the MLA program.

An example under the VLA program would be...

If maintenance renewals are off by 3 months, sync the renewal dates by purchasing the 1 year maintenance SKU, plus the 1 year maintenance SKU divided by 12 months times three to see the pro-rated price of three months. The order will include the 1 yr SKU, plus an additional 1 yr SKU pro-rated for the price of three months. Remember a minimum purchase of 12 months is required to pro-rate under the VLA program.



Counting options.



Program Counting Options

Please review the summary of counting options below. Depending on the program, counting options available may vary.

- **VLA:** Based on end-user license agreement (EULA) and product eligibility list.
- **MLA:** Based on end-user license agreement (EULA) and product eligibility list.
- **SLA:** Student Enrollment, or Workstation.
- **ALA:** Full Time Equivalent (FTE), or Workstation.

Please review the summary of counting options below. Depending on the program, counting options available may vary.

With the VLA and MLA program, the customer must refer to the specific product's End User License Agreement to view the counting options available.

For the SLA, the customer may select either to count by student enrollment, or total workstations.

For the ALA, the customer may select either full time equivalent, or total workstations.



Example Counting Options

- **Device:** Laptops, desktops, workstations, and terminals on which customer installs and uses or accesses the Software.
- **User:** A single person or user object that has access or use rights to any portion of the Software, or access or use rights to products (devices, hardware, or software) being managed by the Software.
- **CPU:** A physical CPU in a computer which executes the instructions of the Server Software. Multicore and other CPU enhancements (such as virtual machines) count as only one CPU provided they only occupy one socket on the main board.
- **Instance:** Installation of the Software and each additional copy (or partial copy) of the Software stored or loaded in memory or virtual memory beyond the initial copy necessary for execution of the Software installed on the hardware.
- **Workstation:** A personal computer or workstation, whether attached to the network or otherwise, that is owned or leased and operated at the customer's location. Also, other personal computer or workstations that are allowed to connect to the customer's network. Customer may choose to count instead the maximum number of connections available to authorized users to connect to their network using computers or workstations not owned or leased by the customer.
- **Student Enrollment:** The total number of students enrolled (grades K-12).
- **Full Time Equivalent (FTE):** The number of full-time faculty and staff, plus the total number of part-time faculty and staff work hours in an average work week divided by 40. Also, the number of full-time students, plus the total number of part-time student credit hours divided by the number of credits that identifies a full-time student.

Below are a few examples of counting options, and their definitions. Please reference the End User License Agreements, licensing contracts, and program guides for more details.

Volume Price Discounts

Volume price discounts.

Volume Price Discounts Are Applied...



- When MLA or VLA customers meet or exceed specified **purchase volumes**. The greater the unit quantity, the greater the discount level that may be awarded.
- To **individual orders** at the line item or SKU level. Discounts are not cumulative across multiple orders or over time, and are only applied to pricing from the Novell Corporate Price List.
- To the **List Price** before MLA or VLA programs discounts.
- To new licenses, license+Maintenance, stand-alone Maintenance, and business-to-consumer/government-to-citizen part numbers.

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Volume price discounts are applied when MLA or VLA customers meet or exceed specified purchase volumes. The greater the unit quantity, the greater the discount level that may be awarded.

Volume price discounts are applied to individual orders at the line item or SKU level. Discounts are not cumulative across multiple orders or over time, and are only applied to pricing from the Novell Corporate Price List.

Volume price discounts are applied to the List Price before MLA or VLA programs discounts.

Lastly, volume price discounts are applied to new licenses, license+Maintenance, stand-alone Maintenance, and business-to-consumer/government-to-citizen part numbers.

Volume Price Discounts



Automatic or manual request?

Built directly into the Novell quoting tools for customer orders.

Minimum purchase requirement?

1,000 units new licenses, or license+maintenance.
15,000 units for stand-alone maintenance.
1 million units for B2C/G2C.

Which part numbers are eligible?

New licenses, license+maintenance, stand-alone maintenance (both standard and priority), B2C/G2C. Products from all business units may apply.

Which part numbers are NOT eligible?

Various Novell or Third Party products, Novell Open Workgroup Suite and PlateSpin Forge. May not be combined with other promotions. No ALA or SLA.

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Volume price discounts are built directly into the Novell quoting tools for customer orders.

Minimum purchase requirements for the first tiered level of volume discounts include 1K units of new licenses, or license+maintenance. 15K units of stand-alone maintenance. And 1 million units for Business-to-Consumer or Government-to-Citizen part numbers.

Eligible part numbers include new licenses, license+maintenance, stand-alone maintenance (both standard and priority), and Business-to-Consumer or Government-to-Citizen part numbers. Products from all business units may apply.

Non-eligible part numbers include various Novell or Third Party products, Novell Open Workgroup Suite and PlateSpin Forge. Volume price discounts may not be combined with other promotions. ALA and SLA academic part numbers do not apply.

The Novell logo is centered within a thin black rectangular border. It consists of the word "Novell" in a bold, red, sans-serif font, followed by a small registered trademark symbol (®).

This concludes our overview of the Novell end user licensing programs. For additional information, please visit www.novell.com/licensing. Thank you!

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