MICROSOFT INTERNET EXPLORER VERSION 4 and
INTERNET EXPLORER ADMINISTRATION KIT
LICENSE AND DISTRIBUTION AGREEMENT

This Internet Explorer Administration Kit License and Distribution Agreement – IE 4.0 ("Agreement") is entered by and between **MICROSOFT CORPORATION**, a Washington corporation located at One Microsoft Way, Redmond, WA 98052-6399 ("Microsoft"), and **COMPANY** that agrees and accepts the following terms and conditions of this Agreement, by executing this Agreement where indicated below

Company Name & Address:	Novell, Inc. 1555 N Technology Way Orem, Ut 84097
Attention:	Contact/Title: Dave Wright Phone: (801) 222-4414 Fax: (801) 222-4474 Email: dwright@novell.com
State/Country of Incorp.:	Delaware

1. DEFINITIONS

(a) "Active Desktop" means the Channel Client feature of Microsoft's Internet Explorer version 4.0 software which supports "webcast," "push" or "broadcasts" of Content via the World Wide Web (the "Web").

(b) "Channel" means an aggregation of Content and advertising (if any) that is displayed or played, or available to be selected by an end user for display and/or play, by means of a Channel Client, and which may be further divided into sub-Channels.

(c) "Channel Client" means software that enables an End User to select and receive Channels in one or more display and/or audio elements, including software that is: (i) an interactive application (such as a Web browser) that displays and/or plays Content within an application (or similar) window or directly upon a operating system desktop; and/or (ii) an animated and network-interactive screen saver application.

(d) "Channel Icon" means an icon or button which has an identifying logo and/or trademark and an integrated pointer/URL which may be pre-configured in the Internet Explorer Active Desktop user interface such that an end user, upon first starting up or using Active Desktop, will (if already connected to the Web) be able to link to an associated Channel.

(e) "Content" means data, text, audio, video, graphics, photographs, artwork and other technology and materials provided for use on Channels or Web sites.

(f) "Guidelines" means the guidelines for use of the Logo as outlined in the Microsoft Internet Explorer Logo Usage Guidelines which are located at http //www microsoft.com/ie/logo (for the button logo) and attached hereto as Exhibit A for the "Includes Microsoft Internet Explorer" logo both of which are made an integral part of this Agreement.

(g) "Internet Site" means Company's Web site(s).

GOVERNMENT EXHIBIT 687

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Microsoft

(h) "Internet Product" means all versions and releases of Company products distributed by Company, its Subsidiaries and/or distributors under agreement with Company and/or its Subsidiaries, whether such versions and releases are created, marketed, and/or sold by Company or third parties, provided, however, that "Internet Product" does not include a personal computer.

(i) "IEAK" means a collection of tools which enable an Internet Explorer and Outlook Express licensee to perform limited customizations to Internet Explorer and Outlook Express, such customizations being made in accordance with the instructions in the IEAK, the provisions in Sections 2(d) through (g) (collectively, the "Instructions"), and including any updates to the IEAK which may be provided by Microsoft to Company under this Agreement.

(j) "License Key" means the 10-digit alpha numeric code provided by Microsoft that enables Company to use the customization features of the IEAK.

(k) "Logo" means the "Microsoft® Internet Explorer 4.0" logo depicted in the Guidelines or such additional or replacement logos for Internet Explorer 4.0 as Microsoft may provide from time to time under this Agreement.

(l) "Licensed Software" means, in object code form only for Platforms in all available languages requested by Company, the Microsoft software components identified in Exhibit C, as may be amended from time to time.

(m) "Platforms" means Windows 3.x (including Windows for Workgroups 3.x), Windows 95, Windows 98, Windows NT, Apple Macintosh, and UNIX

(n) "Subsidiary" means a corporation, company, or other entity (i) fifty percent (50%) or more of whose outstanding shares or securities (representing the right to vote for the election of director or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, or (ii) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but at least fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto However, such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

2. LICENSE GRANTS, CONDITIONS & RESTRICTIONS

(a) IEAK. Microsoft grants to Company a nonexclusive, limited worldwide, royalty-free license to customize Internet Explorer and Outlook Express using the IEAK in accordance with the Instructions. Company acknowledges and agrees that its use of the IEAK to customize Internet Explorer and Outlook Express requires the rightful receipt from Microsoft of the License Key allocated to Company. Company agrees that it shall only use the IEAK in accordance with the Instructions In the event the capabilities and/or instructions of the IEAK are in conflict, either by providing more or fewer capabilities than the customization rights granted in Sections 2(d) through (g), the customization rights in Sections 2(d) through (g) shall have precedence. Further, Company may grant to its independent contractors performing work solely for the benefit of Company the right to use and reproduce the IEAK to customize Internet Explorer and Outlook Express solely in accordance with the Instructions.

(b) Licensed Software. Microsoft grants to Company a nonexclusive, limited, worldwide, royalty-free license to use, reproduce and distribute (directly and indirectly through Company's distributors) through Company's distribution channels (including, but not limited to, distribution via the Web) the Licensed Software solely as part of or for use in conjunction with one or more Internet Products, as

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determined from time to time by Company, to Company's end user customers and prospective end user customers. The foregoing license is expressly subject to the following conditions

(1) *No Standalone Distribution* The Licensed Software may only be distributed as part of or for use with Internet Product, and not as a "standalone" product, provided, however, that Company or Company's sublicensees may distribute updates of the Licensed Software separately for purposes of updating an existing end user customer of an Internet Product.

(2) *New Releases.* If Microsoft makes a new release (other than a release which may be designated by Microsoft as a change in the hundredths digit [x.x(x)]) of the version of the Licensed Software available, then Company shall use reasonable commercial efforts to commence reproduction and distribution of the new release of the Licensed Software with the next major release of Company's Internet Product. Use of a new release of the Licensed Software may be subject to amended terms as set forth in Exhibit C.

(3) *Distributors.* Company's sublicenses will not be materially inconsistent with the terms and conditions of this Agreement regarding rights granted by and obligations imposed upon Company by Microsoft.

(4) *License Restrictions.* The following restrictions apply to the license grant in this Section 2 (i) Company may not reverse engineer, decompile or disassemble the Licensed Software. (ii) Company may not separate the components of the Licensed Software for individual distribution. (iii) Except as expressly provided in Section 2(g)A, Company may not exclude any component of the Licensed Software from its distribution of the Licensed Software with its Internet Product with which Company chooses to distribute the Licensed Software (provided, however, that Company may, at its option, exclude Outlook Express). (iv) Company may not authorize further redistribution of the Licensed Software by its end users of Company's Internet Product; and (v) Company shall maintain and not alter or remove any copyright, trademark, and other protective notices contained in the Licensed Software, including the end user license agreement ("EULA") which is included in the setup installation of the Licensed Software Company shall also comply with the Guidelines

(c) Logo

(1) Microsoft hereby grants to Company a limited, worldwide, nonexclusive, non-assignable (except as otherwise permitted by this Agreement), nontransferable, royalty-free, right to use the Logo solely in conjunction with Company's use and distribution of the Licensed Software with the Internet Product(s) and solely in the manner described in the Guidelines. Company agrees and acknowledges: Microsoft owns the Logo and goodwill associated therewith; use of the Logo will inure to the benefit of Microsoft; all rights Company has acquired or may acquire in the Logo, including all associated goodwill, shall be the sole property of Microsoft and are hereby assigned to Microsoft; Company will not adopt, use, or register any corporate name, trade name, trademark, service mark, or certification mark, or other designation confusingly similar to, or containing in whole or in part, the Logo. Company agrees to cooperate with Microsoft, at Microsoft's expense, in obtaining any trademark protection for the Logo in any jurisdiction and to execute any registered user agreement or license recordation authorization reasonably requested by Microsoft.

(2) Company agrees to maintain the quality of the Internet Product at a level that meets or exceeds industry standards and that is at least commensurate with the quality of products distributed by Company on or before the Effective Date.

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(d) Permitted Customizations. For versions 4.0 of Internet Explorer which support Channels, Company may use the applicable IEAK to perform the any or all of the following additional customizations with respect to Channels (as further illustrated in Exhibit B).

(1) Add a single Company Channel Icon to the topmost navigation level of the Internet Explorer Active Desktop Channel bar in the position below the Microsoft Channel Guide Icon. Said Icon may link either to Company or third party Channel available through Internet Explorer, provided that any trade names, trademarks, logos or brands displayed on the Channel Icon added by Company shall be limited to Company's mark or Company's Internet Product marks.

(2) Add multiple "sub-channels" grouped underneath (at the second navigation level) the Company Channel Icon on the Internet Explorer Active Desktop channel bar, where each such sub-channel may be linked to Company or third-party Content accessible through Internet Explorer, and where each such sub-channel may use any branding selected by Company. In the case where sub-channels are grouped underneath a Company Channel Icon, the Company Channel is the only Channel which is individually recognized by IE, the sub-channels do not operate as separate Channels by themselves (and cannot be subscribed separately using the IE 4.0 user interface).

(3) Configure the Company Channel added by Company to be "subscribed" by default, such that Company Channel Content and schedule information downloads to the end user's computer system hard disk automatically when the end user connects to the Internet and selects the "update" option.

(4) Delete from the Internet Explorer Active Desktop Channel bar any pre-configured Channel Icons that are developed or distributed by companies which compete directly with Company, where such deleted Channels are to include only: (i) pre-configured Channels from other Internet access providers, (ii) pre-configured Channels which are produced by, or exclusively distributed by, direct competitors of Company. Company may not delete a pre-configured Channel Icon that offers Content which is not directly competitive with Company or Company's Content but that may nonetheless compete for the end users' attention or interest with Content offered by Company.

(e) Selection of Pre-Configured Channels. For versions 4.0 of Internet Explorer which support Channels, Company shall use the IEAK to select the pre-configured Channels for the specific territory for which each and every Company-customized version of IE is targeted for distribution. For example, if Company customizes separate versions of IE for distribution into territories A and B, Company shall use the IEAK to select the pre-configured default Channels for territory A for the version of IE Company creates for territory A, and shall use the IEAK to select the pre-configured default Channels for territory B for the version of IE Company creates for territory B. If Company distributes a single version of IE into multiple territories, Company shall use the IEAK to select the pre-configured default Channels that are targeted to the single largest population in the combined territories in which Company distributes IE. For the purposes of this paragraph, "territory" shall mean a language/country combination, such as German/Switzerland or French/Canada.

(f) Internet Explorer Features. For any Channel added by Company pursuant to Section 2(d) above, Company agrees to use reasonable commercial efforts to develop and maintain said Channel such that it demonstrates the advanced features of Internet Explorer (including Dynamic HTML, etc.) and meets end user expectations of performance and frequency of update such that Company's Channel compares favorably, in Company's reasonable judgment, to Channels offered by other companies in Company's line of business.

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(g) Use of the License Key For version 4.0 of Internet Explorer, Company may use the applicable IEAK and the IEAK Customization Wizard with the License Key capabilities of the Wizard to perform any or all of the following customizations.

A. *DISTRIBUTION PACKAGES*

A.1 *Non-customized Distribution.* If Company chooses not to customize its installations for the Licensed Software, then any distribution by Company must include the "Full" installation option offered in the IEAK. In addition, Company may also include the "Standard" and/or "Minimal" installation options as described in the Instructions. Except for the Outlook Express component, which Company may include or exclude from installation at its discretion, Company may not exclude any Licensed Software component from an installation.

A.2 *Customized Distribution.* If Company does choose to customize its installations of the Licensed Software: (i) any distribution by Company must include either the "Full" or "Standard" installation and (ii) Company may add its own components and options to such installation; provided, however, in no event may Company remove any components of the Licensed Software from such installation. With respect to Company's customized installations, Company may, at its discretion, choose to include or exclude the Outlook Express component from such installation.

B. *ACTIVE SETUP CUSTOMIZATION*

B.1 Customize title bar and bitmap that appear in Active Setup installation application.

B.2 Add or customize sites from which Active Setup files are downloaded.

C. *INTERNET EXPLORER AND OUTLOOK EXPRESS CUSTOMIZATION*

C.1 Customize Browser title bar (says "Microsoft Internet Explorer" by default) only to add "provided by Company" at the end of the title.

C.2 Customize tool bar background bit map (watermark) that is used when not in high color mode.

C.3 Change default search page (default is home.microsoft.com/access/allinone.asp)

C.4 Change default start page (default is home.microsoft.com)

C.5 Change help "online support" page (defaults to point to microsoft.com)

C.6 Add as many pre-configured "favorites" entries (default is none)

C.7 Change Favorites hierarchy (with exception of "special folders" like "Channels")

C.8 Rename and/or customize Links (Todays' Links, Best of the Web, Today's News, etc.)

C.9 Disable and/or customize first time boot welcome page (after installation)

C.10 Add customized web pages to support web view functionality in standard system folders (such as My Computer, Control Panel) and/or import other folders which will have web view capabilities as well (up to 10 total).

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C 11 Append custom ID to end of generic IE4 user agent string.

C 12 Customize Outlook Express info pane.

(h) Microsoft grants to Company the right to grant Subsidiaries the limited rights granted in Section 2 subject to the terms and conditions set forth in this Agreement. Company hereby irrevocably and unconditionally guarantees each of its Subsidiary's compliance with the terms and conditions of this Agreement. Company agrees that it will be jointly and severally liable with each Subsidiary for any breach of the terms and conditions of the Agreement by a Subsidiary

3. Delivery

Microsoft shall deliver the License Key, the IEAK and the Licensed Software upon execution of this Agreement. Additional localized language versions of the Licensed Software shall be delivered by Microsoft to Company promptly upon Company's request. Future upgrades, updates, releases and versions of the Licensed Software, or any components thereof, and any future versions of the IEAK and the License Key, shall be delivered by Microsoft to Company at substantially the same time any such items are delivered to other licensees of the Licensed Software. The IEAK, the License Key, the Licensed Software, and future upgrades, updates, releases and versions thereof, together with all related documentation, shall either be delivered by Microsoft to Company on a CD, or shall be available for downloading by Company from Microsoft's web site.

4. COMPANY OBLIGATIONS

Company shall perform the following obligations

(a) Company shall maintain the quality of the Internet Product at a level that meets or exceeds industry standards and that is at least commensurate with the quality of products distributed by Company on or before the Effective Date

(b) Company may make the Licensed Software available for use internally under Company's customary information services policies and procedures

5. OWNERSHIP

Except as expressly licensed to Company in Section 2, Microsoft retains all right, title and interest in and to the Licensed Software and the Logo All rights not expressly granted herein are reserved by Microsoft

6. ACCEPTANCE AND DISCLAIMER OF WARRANTY

(a) The Licensed Software is deemed accepted by Company

(b) Neither the Company nor any of its distributors or employees shall have any right to make any representation, warranty, or promise on behalf of Microsoft.

(c) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE LICENSED SOFTWARE, LOGO AND THE IEAK ARE PROVIDED TO COMPANY AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE AND THE IEAK ARE ASSUMED BY COMPANY AND THE END-USER CUSTOMER. MICROSOFT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT

7. DEFENSE OF INFRINGEMENT CLAIM

(a) MS agrees to defend COMPANY against, and pay the amount of any adverse final judgment (or settlement to which MS consents) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that the Licensed Software infringes any US patent, or any trade secret or copyright, trademark or trade name of any third party enforceable in any "Included Jurisdiction" (defined in Section 6(d) below); provided MS is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same

(b) In the event MS receives information concerning an Indemnified Claim related to the Licensed Software, MS may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to distribute the alleged infringing Licensed Software component; or (ii) replace or modify the Licensed Software component to make it non-infringing.

(c) In the event MS instructs Company to cease distribution of a version of a Licensed Software component due to an Indemnified Claim, Microsoft shall have no liability to Company under this Section 7 for such continued distribution. Further, MS shall have no liability for an Indemnified Claim based on COMPANY's (i) combination of a Licensed Software component with the Internet Product where such claim would not have occurred but for such combination, or (ii) adaptation or modification of any Licensed Software component where such claim would not have occurred but for such adaptation or modification For all claims described in (i) and (ii) above, COMPANY agrees to indemnify and defend MS from and against all damages, costs and expenses, including reasonable attorneys' fees.

(d) MS shall have no obligation to COMPANY for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Australia, Japan, the European Union, and Norway ("Included Jurisdictions")

(e) MS' indemnity obligation under this Section 7 shall be Company's exclusive remedy for any intellectual property infringement claim relating to the Licensed Software.

8. LIMITATION OF LIABILITY.

(a) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE KIT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.**

(b) Except as expressly provided in Section 7, MS disclaims all direct damages arising under this Agreement or out of the use of or inability to use the Licensed Software or the Kit, even if MS has been advised of the possibility of such damages.

(c) In no event shall either party's total liability to the other party under this Agreement exceed Two Hundred Fifty Thousand Dollars (US$250,000) in the aggregate.

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9. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods unless either party gives the other party sixty (60) days notice of its intent not to renew, unless earlier terminated as provided in Section 10.

10. DEFAULT AND TERMINATION

(a) Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice.

(b) Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if the other party is in material breach of any material warranty, term, condition or covenant of this Agreement, and fails to cure that breach within sixty (60) days after written notice thereof.

(c) Upon expiration or termination of this Agreement for any reason, the license grants set forth in Section 2 above shall remain in effect for each version of the Internet Products which includes the Licensed Software prior to or as of the expiration or termination date of this Agreement, but shall terminate with respect to any subsequent release of such Internet Products. Company shall return to Microsoft or destroy all full or partial copies of the IEAK and the customized versions of the Licensed Software intended for distribution in Company's Internet Product in Company's possession or under its control within ten (10) days following the expiration or termination date of this Agreement.

(d) Sublicenses granted in accordance with this Agreement shall survive termination or expiration of this Agreement.

(e) Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination of this Agreement.

11. SUPPORT

Company shall provide to end users of Company's Internet Product the following support relating to the Licensed Software: support designed to provide compatibility information, installation assistance, usage support, and basic troubleshooting.

12. NOTICES AND REQUESTS

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) transmitted via electronic mail with a copy deposited in the mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax, and addressed as follows:

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To Company see address on page 1

To Microsoft:
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attention: ISP Group Manager,
Internet Customer Unit
Fax: (425) 936-7329
Phone: (425) 882-8080

Copy to:
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attention: Law & Corporate Affairs
US Legal
Fax: (425) 936-7409
Phone: (425) 882-8080

Distribution Summaries: Select the "Report" option located at:
https://ieak.microsoft.com/

or to such other address as a party may designate pursuant to this notice provision

13. GENERAL

(a) This Agreement shall be governed by the laws of the State of Washington, USA, as though entered into between Washington residents and to be performed entirely within the State of Washington, and Company consents to jurisdiction and venue in the state and federal courts sitting in the state of Washington.

(b) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.

(c) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party

(d) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(e) The rights and obligations hereunder shall inure to the benefit of the successors of the parties hereto Company shall have the right to assign this Agreement, including all of its rights and obligations hereunder, to another party in connection with a sale or transfer of substantially all assets or products relating to this Agreement..

(f) Any Licensed Software which Company distributes or licenses to or on behalf of the US Government (the "Government"), pursuant to solicitations issued on or after December 1, 1995 are provided with commercial rights and restrictions described above in this Agreement. Any Licensed Software which company distributes or licenses to or on behalf of the US Government pursuant to solicitations issued prior to December 1, 1995 are provided with Restricted Rights as provided for in FAR, 48 CFR 52.227-14 (June 1987) or FAR, 48 CFR 252.227-7013 (October 1988), as applicable

(g) Company acknowledges that the Licensed Software and the IEAK are subject to the export control laws and regulations of the US, and any amendments thereof Company confirms that with respect to the Licensed Software, it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria); (ii) any end user who Company knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government Company further

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acknowledges that the Licensed Software and the IEAK may include technical data subject to export and re-export restrictions imposed by US law

(h) Company shall, at its own expense, promptly obtain and arrange for the maintenance of all non-U S A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for Company's performance under this Agreement.

(i) Company shall pay, and be responsible for any and all sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (i) the entry into this Agreement, (ii) the performance of any of the provisions of this Agreement; or (iii) the transfer of any property, rights or any other grant hereunder

(j) If either Microsoft or Company employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs

(k) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Microsoft by their respective duly authorized representatives

MICROSOFT CORPORATION	**NOVELL, INC.**
By (Sign) Jose M Alvarez	By (Sign) Christopher Stone
Name (Print) JOSE M ALVAREZ	Name (Print)
Title LEAD PROD MANAGER	Title SVP
Date 8/4/98	Date 8/24/98

Approved By Legal
Init.: BR
Date: Aug 21 98

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EXHIBIT A to the LICENSE AND DISTRIBUTION AGREEMENT

INCLUDES MICROSOFT® INTERNET EXPLORER LOGO USAGE GUIDELINES

Includes Microsoft Internet Explorer

Microsoft has established the following set of guidelines to assist you in the proper use of the Includes Microsoft Internet Explorer logo shown above (the "Logo").
The power of the Logo lies in its consistent and appropriate use. Any usage outside these guidelines dilutes the effectiveness of the Logo and Microsoft's rights in the Logo
Microsoft reserves the right to change the Logo and/or these guidelines at any time at its discretion You must comply with the guidelines as amended from time-to-time.

USING THE INCLUDES MICROSOFT INTERNET EXPLORER LOGO

- Use the Logo only to indicate that your product includes Microsoft Internet Explorer You may not use the Logo in connection with any product that does not include Microsoft Internet Explorer
- This Logo is for use by Microsoft and authorized third parties only.
  - Microsoft Use: The Logo may be used by Microsoft on packaging, channel, collateral, advertising, direct mail, and events promotion materials for Microsoft products that include Microsoft Internet Explorer.
  - Authorized Third-Party Use: The Logo may only be used by third parties authorized to distribute the Microsoft Internet Explorer software under a separate License and Distribution Agreement or OEM License Agreement with Microsoft, as applicable. Authorized third parties may only use the Logo on product packaging and in related print advertising materials for products that include Microsoft Internet Explorer.
- This Logo may NOT be placed on any Web sites for the purpose of downloading Microsoft Internet Explorer. Please see the Microsoft Internet Explorer Online Logo Usage Guidelines at http://www.microsoft.com/ie/logo/.
- Microsoft will provide you with electronic artwork of the Logo. You may not alter this artwork in any way. Do not remove the trademark symbols or any other elements from the Logo. Microsoft may provide the Logo in versions where the word "Includes" may be translated for local markets, as available. You may not substitute your own translation of the Logo

LEGAL INFORMATION

- Each use of the Logo must include the following notice:

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"Microsoft and the Microsoft Internet Explorer logo are registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries."

- The product name for Microsoft's Internet browser should always appear as "Microsoft Internet Explorer 4.0" in all materials, and should include the trademark registration symbol ® after Microsoft at the first and most prominent mention.
- Microsoft owns the Logo and all uses of the Logo will inure to the benefit of Microsoft. Authorized third parties shall employ best efforts to use the Logo in a manner that does not derogate from Microsoft's rights in the Logo and will take no action that will interfere with or diminish Microsoft's rights in the Logo. Authorized third parties should not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, domain name, trade dress, or other designation similar to, or containing in whole or in part the Logo or any other trademarks of Microsoft.
- Authorized third parties may not use the Logo in a manner that would imply that their company, products, or services are sponsored by, endorsed by, or affiliated with Microsoft.
- Authorized third parties may not display the Logo in a manner that suggests their product is a Microsoft product, or in a manner that suggests "Microsoft" is a part of their product name.
- Authorized third parties may not use the Logo to disparage Microsoft Corporation, its subsidiaries, products, or services, or for promotional goods or products that, in Microsoft's reasonable judgment, may diminish or otherwise damage Microsoft's goodwill in the Logo.
- Authorized third parties may not imitate Microsoft's product packaging or the Logo in any of their materials, including advertising, product packaging, and promotional materials.
- The Logo, and the names "Microsoft," and "Microsoft Internet Explorer 4.0" cannot appear larger and/or more prominent than authorized third parties' own trade name, service name, product name, or trademark on any materials
- Authorized third parties shall cease and desist from all use of the Logo from and after termination or expiration of their distribution agreement for Microsoft Internet Explorer.
- Microsoft reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law

SIZING AND PLACEMENT REQUIREMENTS

- Minimum size is 1/2" wide
- The Logo must stand alone. A minimum amount of empty space must surround the Logo separating it from any other object, such as type, photography, borders, edges, and so on. The required area of empty space around the Logo must be $1/2x$, where x equals the height of the "e".
- You may not combine the Logo with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
- The Logo may not be used as a design feature on your packaging or any other materials.

COLORS

The color version is the preferred way of reproducing the Logo. The Logo consists of black type with a blue graphic symbol ("e") and four red dots.

- The PANTONE Matching System (PMS) color for the blue is PMS 279 C, the red dots are PMS 172C
- Four-color process can also be used. The blue equals C80%+M35%, the red equals M65%, Y85%
- For online usage, in presentations and situations where Microsoft Internet Explorer will not be downloaded, the blue color should be Red 0, Green 153, Blue 255 for 8-bit or higher resolution palettes. The red color should be Red 100, Green 34, Blue 34

The color version can be reproduced only as described here

BLACK-AND-WHITE APPLICATIONS

The Logo consists of black type with a black "e" symbol with dots. The logo can be reversed to white out of black

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ACCESSING THE ONLINE FILES

The following files are provided in Encapsulated PostScript (EPS) and BMP format. Use the EPS file for materials printed to a PostScript-compatible printer. Use the BMP file for on-screen representations. The files may not be opened and edited, only placed (for example, select "import...picture") into software programs such as common page-layout or presentation programs, word-processing software, and so forth. EPS format is device-dependent, so the resolution of the device you are printing to is the resolution you will achieve. EPS images are sizable.

QUALITY CONTROL

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QUESTIONS?

Please contact the Microsoft Internet Explorer Logo Department at traceyk@microsoft.com if you have any questions regarding the Logo.

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EXHIBIT B

Illustration of Channel Bar Navigation Hierarchy & Channel Placement

1 Channel Bar Topmost Navigation Level (visible on Active Desktop) sample configuration.

Channel Guide
Company Channel
MSN
MSNBC
Disney
PointCast
(others)

The Channel Guide always occupies the first position (at the top of the Channel Bar) Company Channel may be inserted in the second position (thereby shifting other Channels down one position) The Company Channel Icon is visible by default when Active Desktop is first installed With the exception of adding the Company Channel, all pre-configured Channels must remain on the Channel Bar in the order shipped in the IEAK for each target territory (or country/language combination). End users are able to add, rearrange, and/or delete any Channels they wish after installing IE.

2 Channel Bar "sub-Channels" may be configured "under" a topmost level Category such that when a topmost level Category is clicked, the sub-Channel(s) are displayed. Sub-Channels are not visible until the Category containing them is clicked.

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EXHIBIT C
TO MICROSOFT INTERNET EXPLORER LICENSE AND DISTRIBUTION AGREEMENT
Document Version 5.0, May 28, 1998

LICENSED SOFTWARE

I. Description.

Licensed Software	Version	Language Version
Internet Explorer (or "IE")*	3.x, 4.x	All publicly released
Outlook Express*	4.x	All publicly released
Comic Chat	All publicly released final versions	All publicly released
NetShow	All publicly released final versions	All publicly released
FrontPage Express	All publicly released final versions	All publicly released
NetMeeting	1x, 2x	All publicly released

II. Upgrades and Amendments

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(1) Identification of the new release version;

(2) An amendment to this Agreement ("Amendment"), setting forth the new terms and conditions that shall govern this Agreement;

(3) Means for Company to "click accept" that Amendment.

Microsoft's notice regarding the Amendment will include notice (pursuant to section 9 of the Agreement) that Microsoft may not renew the Agreement, absent such Amendment, beyond its then current term.

* Internet Explorer and Outlook Express software technology comprise part of the operating system of Windows 95, Windows 98 and Windows NT.

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