

FAX TRANSMISSION

NOVELL, INC.

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To: Rebecca Schuckman - SCO **Date:** November 25, 1996
Fax #: 908-790-2333 **Pages:** 3, including this cover sheet.
From: Mei Negishi
Subject: February 7, 1987 Software Development and License Agreement with Microsoft

COMMENTS:

Rebecca,

Thank you for the unsigned copy of the assignment letter to Microsoft. I found the signed copy after all. Attached for your files is a copy of the signed letter that was sent to Microsoft regarding the assignment of the above-mentioned agreement.

Mei 

908 522 6082;

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2014435575

SENT BY: NOVELL;

Microsoft Corporation
TEL: 1-800-485-2048

NOVELL

January 22, 1996

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052-6399

Attention: Mr. Robert G. Kruger
General Manager, Systems Management Server

Re: February 7, 1987 Software Development and License Agreement now in effect between Novell, Inc., through its subsidiary USL Joint Venture Holding Company, Inc. (collectively "NOVELL") and Microsoft Corporation ("MICROSOFT")

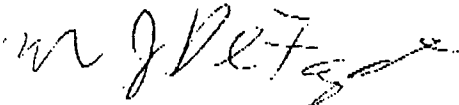
Dear Mr. Kruger:

As you may know, NOVELL transferred to The Santa Cruz Operation, Inc. ("SCO") its existing ownership interest in UNIX System-based offerings and related products (collectively "Transferred Products").

Under the subject Agreement, NOVELL is the current licensee of certain MICROSOFT Xenix®-based software ("Components") which NOVELL may sublicense and distribute in connection with certain UNIX System-based products. It makes immeasurably more business sense for SCO, as the owner of the software in which the Components may be included, to handle directly with MICROSOFT any matters that may become relevant under the subject Agreement. Accordingly, NOVELL would like MICROSOFT's formal concurrence, under Section 13 of the subject Agreement, to NOVELL's assignment of its rights and delegation of any remaining obligations to SCO. NOVELL represents that SCO has undertaken in writing to assume such obligations.

Since SCO is obviously a known quantity to MICROSOFT, and since MICROSOFT's interests under the subject Agreement continue to be protected, we assume that MICROSOFT has no problem with this request. Accordingly, we will assume that MICROSOFT's concurrence is given unless I hear from you in writing to the contrary by January 31, 1996.

Very truly yours,



Michael J. DeFazio
Senior Vice President

SENT BY: NOVELL;

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