Execution Original January 28, 2000

ADDENDUM TO:

HP's UNIX System Agreement

AT&T Technologies. Inc. ("AT&T") and the Hewlett-Packard Company (HP") entered into various software license agreements concerning the software product UNIX System V, Release 3.2, including Software Agreement SOFT-00044 and Sublicensing Agreement SUB-00044-3, which agreements were subsequently modified by means of one or more amendments or side letters between HP and AT&T or its successors-in-interest (the foregoing collectively referred to as the "AGREEMENT"). Novell, Inc. ("NOVELL") acquired AT&T's rights under the AGREEMENT and, in an agreement between NOVELL and the Santa Cruz Operation, Inc. ("SCO") dated September 19, 1995, the Asset Purchase Agreement, SCO purchased, and NOVELL retained, certain rights with respect to the AGREEMENT. This addendum ("ADDENDUM") between NOVELL and HP amends and supplements the AGREEMENT.

1.   AGREEMENT. The AGREEMENT shall remain in full force and effect, except that it shall be modified as set forth in this ADDENDUM. Any capitalized terms which are not defined in this ADDENDUM shall have the meaning set forth in the AGREEMENT. The headings provided in this AGREEMENT are for convenience only and shall not be used in interpretation or construction. Should a conflict arise between this ADDENDUM and AGREEMENT, the provisions of this ADDENDUM shall control.

2.   PURPOSE. NOVELL retained or has acquired all rights to outstanding and future HP binary code royalty and licensee fee payments, but not source code royalties "(HP BINARY ROYALTY OBLIGATIONS"). NOVELL hereby warrants that as of NOVELL's signature date of this ADDENDUM as provided below, NOVELL has no present, or future, or reversionary interest in any such source code royalties. NOVELL hereby warrants that NOVELL has full right and authority to modify the terms and conditions of the AGREEMENT with respect to the HP BINARY ROYALTY OBLIGATIONS. The purpose of this ADDENDUM is to simplify those obligations, as well as corresponding reporting obligations.

3.   CONSIDERATION. Except as set forth in Section 4, all HP BINARY ROYALTY OBLIGATIONS shall be deemed satisfied upon HP's payment to NOVELL of Twenty-Two Million Dollars ($22,000,000) per the following payment schedule:

January 31, 2000	Five Million Five Hundred Thousand Dollars ($5,500,000)
March 15, 2000	Five Million Five Hundred Thousand Dollars ($5,500,000)
June 15, 2000	Five Million Five Hundred Thousand Dollars ($5,500,000)
September 15, 2000	Five Million Five Hundred Thousand Dollars ($5,500,000)

Each of the foregoing payments is non-refundable. Upon completion of the first payment required by this Section, all corresponding HP obligations to make payments for binary royalties (other than remaining payments specified in this Section), submit royalty reports, and NOVELL's corresponding audit rights under the AGREEMENT shall be suspended; such obligations shall resume upon HP's default of any payment required under this Section, and such obligations shall be terminated upon HP's completion of all payments required by this Section.

4. HP SUBLICENSEES. "HP SUBLICENSEE" in singular or plural form means a vendor of UNIX products that are: a) marketed under the vendor's own product names and not those of HP; and, b) distributed pursuant to sublicenses granted by HP under the AGREEMENT. The only HP SUBLICENSEES to which this ADDENDUM shall apply are HP SUBLICENSEES existing as of December 15, 1999, or entities that both BECOME HP SUBLICENSEES after December 15, 1999 and are affiliates, subsidiaries, or controlled by HP.

5. JUNE 29, 1987 SIDELETTER. Discussions in connection with this ADDENDUM have made reference to paragraph 4, as amended, of the sideletter dated June 29, 1987 to HP's Unix System Agreement signed by Otis Wilson, Manage of UNIX Software Licensing for AT&T and John Doyle, Executive Vice President of HP ("HP SIDELETTER PARAGRAPH FOUR"). HP hereby waives any and all rights arising out of or related to the HP Sideletter Paragraph Four with respect to NOVELL's obligations only, and completely releases and forever discharges NOVELL (including any and all affiliated and subsidiary corporations, shareholders, officers, directors, agents, employees, attorneys, successors, and assigns) from all claims and liabilities related to or arising out of paragraph 4, as amended, of the HP SIDELETTER PARAGRAPH FOUR and any performance or nonperformance thereunder with respect to NOVELL's obligations only. However, the parties acknowledge and agree that, notwithstanding the foregoing: i) nothing herein waives any other of HP's rights arising out of the HP SIDELETTER PARAGRAPH FOUR; and ii) nothing herein releases of discharges SCO or any third party of any obligations related to or arising out of the HP SIDELETTER PARAGRAPH FOUR.

6. CONFIDENTIALITY. This ADDENDUM is confidential for a period ending on the later of a) rightful public disclosure of the terms and conditions of the AGREEMENT; and, b) three (3) years from the effectiveness of this ADDENDUM ("CONFIDENTIALITY PERIOD"). During the CONFIDENTIALITY PERIOD, neither party will issue press releases publicizing, and will use reasonable efforts not to otherwise disclose, the commercial and legal details of this ADDENDUM or its subject matter without the other party's prior written approval. Notwithstanding the foregoing, each party shall be permitted to disclose to third parties non-financial information dealing with the commercial and legal details of this ADDENDUM as part of a transaction authorized by this ADDENDUM provided that such disclosure is subject to confidentiality terms consistent with the terms of this AGREEMENT. Also, provided that the party proposing to make such disclosure will first have made a reasonable effort to obtain a protective order requiring that the information so disclosed be used only for the purposes for which the order was issued, disclosure by any party of commercial and legal details of this Amendment shall not be restricted if such disclosure is:

a. in response to a valid order of a court or other governmental body or any political subdivision thereof, or is otherwise required by law; or

b. necessary to establish rights under this ADDENDUM in a court or administrative proceeding.

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7.   CONTINUANCE OF AGREEMENT. Except as expressly amended and supplemented by this
      ADDENDUM, all the terms and conditions of the AGREEMENT shall remain in full force and
      effect. This ADDENDUM together with the AGREEMENT, set forth the entire agreement and
      understanding between the parties pertaining to the subject matter and merge all prior
      discussions between them. Neither of the parties shall be bound by any conditions, definitions,
      warranties, understandings or representations with respect to the subject matter other than as
      expressly provided in this ADDENDUM and the AGREEMENT.

Novell, Inc.   **Hewlett-Packard Company**

Signature: _____   Signature: _Kenneth Wach_

Name: _Ron Foster_   Name: _Kenneth Wach_

Title: _VP - Comptroller_   Title: _Controller_

Date: _1/28/00_   Date: _1/28/00_