Novell ®

Retired License Rights Amendment
(EMEA)

This Amendment modifies the Customer's license agreement (Master License Agreement ("MLA"), Corporate License Agreement ("CLA"), Volume License Agreement ("VLA"), all versions) contract number:............... between .... ("Customer") and Novell .... ("Novell"). This Amendment is effective on the date it is signed by an authorised Novell representative, which shall follow Customer's signature ("Effective Date").

1. **Definitions**. Terms with the initial letter capitalised will have the same meaning as defined in the respective agreement (MLA/CLA/VLA), unless otherwise defined in this Amendment.

2. **Amendments.** The respective agreement (MLA/CLA/VLA) is modified as follows:

A. Retired License Rights. Customer has informed Novell that it no longer uses the products specified in the table below and subsequently does not wish to continue paying Maintenance Fees from the Effective Date. Upon execution of this Amendment, Customer hereby certifies that the Software detailed below has been removed from its network and their use is discontinued, Customer agrees to retire, in perpetuity, the license rights of Software in the quantities and products specified below.

Quantity	Product and Version

B. Maintenance for Retired Licenses. From the effective date of this Amendment, Customer will no longer be liable to pay Maintenance Fees associated with the above licenses. Any prepaid Discounted Maintenance Fees will not be refunded or credited on retired license rights, nor does this Amendment relieve Customer from responsibility for any back Maintenance or license fees owing prior to this Amendment. However, Customer will continue to receive benefits and services relating to the Maintenance fees already paid. The level of Technical Services granted through Maintenance will not diminish for the duration of the current Annual Period.

C. Future Growth. In the event Customer experiences future growth in its user count and/or has the need or legal obligation to increase the number of licenses owned, it may 'reactivate' a retired license by paying a an Upgrade license fee for each reactivated license at then-current prices (Novell standard price list).

3. **Continuance.** Except as expressly amended by this Amendment, the respective agreement terms remain in effect unchanged. If any inconsistency appears between the respective agreement and this Amendment, the Amendment provisions shall prevail.

Novell

Customer

_____
Signature

_____
Signature

_____
Pint Name

_____
Print Name

_____
Title

_____
Title

_____
Date

_____
Date