

This Addendum amends and supplements the Volume License Agreement (“VLA”) between [INSERT] of [INSERT ADDRESS] (“Customer”) and Novell Ireland Software Limited of Corrig Court, Corrig Road, Sandyford Business Park, Dublin 18, Ireland (“Novell”) (together referred to as the “Parties”). This Addendum shall become effective on the date of signature of Novell, which shall follow the signature of Customer.

WHEREAS

The Parties wish to amend and supplement the VLA as follows.

NOW THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1. Definitions and Interpretation

1.1. Capitalized terms shall be as defined in the VLA unless otherwise provided in this Addendum.

1.2. In this Addendum:

“Selected Products” means [INSERT], and “Selected Product” shall be construed accordingly.

“User” shall have the meaning set out in the applicable Selected Products’ End User License Agreement (“EULA”).

“Workstation” means any computer or laptop, using one or more of the Selected Products, within Customer’s organization, regardless of whether such computer or laptop is owned, leased or otherwise controlled by Customer or their contractors performing work on the premises of Customer’s organization. Workstation does not include a dumb terminal attached to a mainframe that is not connected to a network using Novell Software.

2. Amendments to VLA

2.1. Subject to clause 2.2 below, for those licenses of the Selected Products that the Customer has purchased either standard or priority maintenance for (“Maintained Selected Products”) Customer shall have the right to use the Maintained Selected Products on a Workstation basis.

2.2. Customer’s right to use the Maintained Selected Products on a Workstation basis is conditional on Customer purchasing or renewing maintenance on at least two Maintained Selected Products.

2.3. For the purpose of clause 2.1 the User basis of licensing shall convert to Workstation basis licensing at the rate specified in clause 2.6.1.

2.4. The right to use the Maintained Selected Products on a Workstation basis will continue for the period of the standard or priority maintenance purchased (“Maintenance Period”).

2.5. At the end of the Maintenance Period, the Maintained Selected Products shall either:

- 2.5.1. subject to clause 2.2, and provided that the Customer renews either standard or priority maintenance for each Maintained Selected Product, continue on a Workstation basis; or
- 2.5.2. if Customer does not renew either standard or priority maintenance on a Maintained Selected Product or only renews either standard or priority maintenance on only one Maintained Selected Product then each Selected Product (which were formally Maintained Selected Products) and the Maintained Selected Product (where the Customer has only renewed maintenance on one Maintained Selected Product) shall convert immediately from a Workstation basis to a User basis at the rate specified in clause 2.6.2.
- 2.6. For the purposes of this Addendum only, any conversion from:
 - 2.6.1. User basis licensing to Workstation basis licensing shall convert at the rate of one User license shall equal one Workstation license; or
 - 2.6.2. Workstation basis licensing to User basis licensing shall convert at the rate of one Workstation license shall equal one User license.
- 2.7. In the event that Customer wishes to amend the Selected Products that it would like to use on a Workstation basis, Customer must first purchase the applicable standard or priority maintenance for such Selected Product(s) and Customer must also enter into a new addendum to the VLA with Novell in that respect.
- 3. **Continuance**
 - 3.1. Except as expressly amended and supplemented by this Addendum, the terms and conditions of the VLA will remain in effect unchanged.
- 4. **Governing Law**
 - 4.1. This Addendum will be governed by the choice of law provisions as detailed in the VLA.

NOVELL

CUSTOMER

Signature_____

Signature_____

Print Name_____

Print Name_____

Title_____

Title_____

Date_____

Date_____