

AGREEMENT FOR DEVELOPERNET SYSTEM OPERATOR SERVICES

This Agreement is entered into by and between Novell, Inc., with its principal place of business at 1800 S Novell Place, Provo, Utah 84606 (hereinafter "Novell") and _____, with his/her principal place of business at _____ (hereinafter "DeveloperNet System Operator").

WHEREAS, Novell desires to obtain DeveloperNet System Operator Services for Novell's Electronic Developer Support Forums, and;

WHEREAS, DeveloperNet System Operator represents that he/she has the expertise and capabilities necessary to function as a DeveloperNet System Operator on Novell's Electronic Developer Support Forums;

IN CONSIDERATION of the mutual promises set forth below the parties agree as follows:

1. **TERM.** This Agreement shall be effective from the date of execution by an authorized representative of Novell and shall continue in force until terminated by either party upon written notification.
2. **DEVELOPERNET SYSTEM OPERATOR'S APPOINTMENT AND RESPONSIBILITIES.** Novell hereby appoints You as a DeveloperNet System Operator on Novell's Electronic Developer Support Forums ("DeveloperNet"). Your obligations and responsibilities as a DeveloperNet System Operator are as follows:

2.1 **DeveloperNet System Operator** (a) DeveloperNet System Operator will respond to questions on DeveloperNet forums at least four (4) times per week. The DeveloperNet System Operator shall contact the Novell DeveloperNet Team Leader if the DeveloperNet System Operator will not be accessing the DeveloperNet forums for any period greater than forty-eight (48) hours. When further research is required on any question, the DeveloperNet System Operator must escalate question message to the responsible Novell DeveloperNet System Operator. (b) DeveloperNet System Operator agrees to be bound by all then-current Electronic Developer Support Forums Service standards and Novell standards. These standards are subject to change by Novell and/or the Electronic Developer Support Forums service at their sole discretion. Novell's current minimum "Developer Sysop Requirements" are set

forth on Exhibit A which is incorporated by reference as part of this Agreement. Novell reserves the right to change the terms and conditions set forth on Exhibit A at its sole discretion. Although not an agent of Novell, DeveloperNet System Operator acknowledges that DeveloperNet System Operator's conduct does reflect on Novell. Therefore, DeveloperNet System Operator shall conduct himself or herself in a positive, professional, and responsible manner. The DeveloperNet System Operator must represent and preserve Novell's business interests.

- 2.2 **Indemnification.** DeveloperNet System Operator agrees and understands that Novell cannot be held responsible for any damages of any nature suffered by Novell or any third party as a result of any action of DeveloperNet System Operator that has not been specifically authorized in writing by Novell.

3. **PROPRIETARY INFORMATION AND OWNERSHIP.**

3.1 DeveloperNet System Operator acknowledges that he/she may be given by Novell, or may otherwise receive or have access to, information which relates to Novell's past, present, or future products, software, research, development, inventions, processes, techniques, designs or other technical information or data, etc. Except as approved by Novell, DeveloperNet System Operator shall not disclose any such information to any third party and agrees to protect the confidentiality of such proprietary information and all physical forms thereof. This agreement entitles the DeveloperNet System Operator access to the Novell private escalation forums for as long as this agreement is in force and subject to all the conditions of this agreement. DeveloperNet System Operator agrees that Novell retains all right, title and ownership to such information and that no rights are transferred to DeveloperNet System Operator by virtue of this Agreement. The foregoing obligation shall not apply to any information which (a) becomes publicly known through no action of DeveloperNet System Operator, (b) is released for disclosure by Novell; or (c) is independently developed by DeveloperNet System Operator prior to the execution of this Agreement. All such information shall be immediately returned to Novell upon request.

3.2 DeveloperNet System Operator acknowledges and agrees that Novell retains the right to utilize all questions and answers from DeveloperNet forums in any manner it deems appropriate and Novell may assemble this information in any publication or product at its sole discretion.

4. **CONSIDERATION.** In consideration for services as DeveloperNet System Operator, Novell agrees to provide the following:

(a) escalation of technical problems within Novell's DeveloperNet support groups and problem resolution as needed;

(b) the loan of documentation, software and other tools to DeveloperNet System Operator, based on supported areas, as budget allows, and as deemed necessary by Novell. Such documentation, software and other tools shall be immediately returned to Novell upon request and/or upon termination of this Agreement;

(c) at Novell's sole discretion, Novell may choose to provide access to and/or expenses for industry or Novell sponsored activities, conferences, seminars or retreats. DeveloperNet System Operator's participation in any of these activities is voluntary. Novell accepts no liability or responsibility toward DeveloperNet System Operator for damages arising out of participation in said activities. DeveloperNet System Operator hereby waives any and all claims against Novell for damages of any nature arising out

of DeveloperNet System Operator's voluntary participation in any industry or Novell sponsored activity.

(d) Novell may also, at its sole and absolute discretion, provide certain additional benefits as described in the Program documentation, as such documentation may be modified from time to time by Novell in its sole and absolute discretion.

5. **TERMINATION.** This Agreement may be terminated by either party upon written notice.

6. **GENERAL PROVISIONS.**

6.1 This Agreement may not be assigned by DeveloperNet System Operator without Novell's prior written consent.

6.2 DeveloperNet System Operator agrees and acknowledges that you are performing services as an independent contractor and have no other rights with regard to Novell except as set forth in this Agreement. DeveloperNet System Operator has no authority to bind Novell and is not an agent or employee thereof.

6.3 This Agreement is the exclusive statement of the agreement between the parties. Any modifications to the Agreement must be made in writing and signed by both parties hereto.

6.4 You agree that the terms and conditions of this Agreement shall be governed by the laws of the State of Utah.

NOVELL, INC.

Signature _____

Print Name _____

Title _____

Date _____

DEVELOPERNET SYSTEM OPERATOR

Signature _____

Print Name _____

Title _____

Date _____