

of the shareholders of WordPerfect with respect to any of the following, Shareholder shall vote the Shares and any New Shares: (i) in favor of approval of the Merger Agreements and the Merger and any matter that could reasonably be expected to facilitate the Merger; and (ii) against approval of any proposal made in opposition to or in competition with consummation of the Merger and the Merger Agreements, against any merger, consolidation, sale of assets, reorganization or recapitalization with any party and against any liquidation or winding up of WordPerfect (each of the foregoing is referred to as an "Opposing Proposal"). Shareholder agrees not, directly or indirectly, to solicit or encourage any offer from any party concerning the possible disposition of all or any substantial portion of WordPerfect's business assets or capital stock.

3. *Irrevocable Proxy.* Concurrently with the execution of this Agreement, Shareholder agrees to deliver to Novell a proxy in the form attached as Exhibit A (the "Proxy"), which shall be irrevocable to the extent provided in Section 16-10a-722 of the Utah Revised Business Corporation Act, covering the total number of Shares and New Shares of capital stock of WordPerfect beneficially owned (as such term is defined in Rule 13d-3 under the Exchange Act) by Shareholder set forth therein.

4. *Affiliates Agreement.* Concurrently with the execution of this Agreement, Shareholder agrees to execute and deliver to Novell the Affiliates Agreement in the form attached as Exhibit B.

5. *Representations, Warranties and Covenants of Shareholder.* Shareholder represents, warrants and covenants to Novell as follows:

5.1 *Ownership of Shares.* Shareholder: (i) is the beneficial owner of the Shares, which at the date of this Agreement and at all times up until the Expiration Date will be free and clear of any liens, claims, options, charges or other encumbrances; (ii) does not beneficially own any shares of capital stock of WordPerfect other than the Shares (excluding shares as to which Shareholder currently disclaims beneficial ownership in accordance with applicable law); and (iii) has full power and authority to make, enter into and carry out the terms of this Agreement and the Proxy.

5.2 *No Proxy Solicitations.* Shareholder will not, and will not permit any entity under Shareholder's control, to: (i) solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) with respect to an Opposing Proposal or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreements; (ii) initiate a shareholders' vote or action by written consent of WordPerfect shareholders with respect to an Opposing Proposal; or (iii) become a member of a "group" (as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of WordPerfect with respect to an Opposing Proposal.

6. *Additional Documents.* Shareholder and Novell hereby covenant and agree to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of Novell, to carry out the purpose and intent of this Agreement.

7. *Consent and Waiver.* Shareholder hereby gives any consents or waivers that are reasonably required for the consummation of the Merger under the terms of any agreement to which Shareholder is a party or pursuant to any rights Shareholder may have.

8. *Termination.* This Agreement and the Proxy delivered in connection herewith shall terminate and shall have no further force or effect as of the Expiration Date.

9. *Miscellaneous.*

9.1 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.2 *Binding Effect and Assignment.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted

assigns, but, except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without the prior written consent of the other.

9.3 *Amendments and Modification.* This Agreement may not be modified, amended, altered or supplemented except by the execution and delivery of a written agreement executed by the parties hereto.

9.4 *Specific Performance; Injunctive Relief.* The parties acknowledge that Novell will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Shareholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Novell upon any such violation, Novell shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Novell at law or in equity.

9.5 *Notices.* All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, telecopied, sent by nationally recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following address (or at such other address for a party as shall be specified by like notice):

If to Novell: Novell, Inc.
122 East, 1700 South
Provo, Utah 84606
Attn: Chief Executive Officer
Telecopy No.: (801) 429-3951
Telephone No.: (801) 429-7000

With a copy to: Wilson, Sonsini, Goodrich & Rosati
Two Palo Alto Square
Palo Alto, California 94306
Attn: Larry W. Sonsini, Esq.
Telecopy No.: (415) 493-6811
Telephone No.: (415) 493-9300

If to Shareholder: To the address for notice set forth on the last page hereof.

With a copy to: WordPerfect Corporation
1555 North Technology Way
Orem, Utah 84057
Attn: Chief Executive Officer
Telecopy No.: (801) 228-7077
Telephone No.: (801) 222-4400

With a copy to: Brobeck, Phleger & Harrison
Two Embarcadero Place
2200 Geng Road
Palo Alto, California 94306
Attn: Joshua Green, Esq.
Telecopy No.: (415) 496-2885
Telephone No.: (415) 424-0160

9.6 *Governing Law.* This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Utah.

9.7 *Entire Agreement.* This Agreement and the Proxy contain the entire understanding of the parties in respect of the subject matter hereof, and supersede all prior negotiations and understandings between the parties with respect to such subject matter.

9.8 *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

9.9 *Effect of Headings.* The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

NOVELL, INC.

SHAREHOLDER

By: _____

By: _____

Title: _____

Shareholder's Address for Notice:

WORDPERFECT CORPORATION

By: _____

Title: _____

Shares beneficially owned:

_____ shares of WordPerfect Corporation
Common Stock

IRREVOCABLE PROXY
to Vote
WordPerfect Corporation Stock

The undersigned shareholder of WordPerfect Corporation, a Utah corporation ("WordPerfect"), hereby irrevocably (to the full extent permitted by Section 16-10a-722 of the Utah Revised Business Corporation Act) appoints the directors on the Board of Directors of Novell, Inc., a Delaware corporation ("Novell"), and each of them, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of WordPerfect that now are or hereafter may be beneficially owned by the undersigned, and any and all other shares or securities of WordPerfect issued or issuable in respect thereof on or after the date hereof (collectively, the "Shares") in accordance with the terms of this Proxy. The Shares beneficially owned by the undersigned shareholder of WordPerfect as of the date of this Proxy are listed on the final page of this Proxy. Upon the undersigned's execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares until after the Expiration Date (as defined below).

This proxy is irrevocable (to the extent provided in Section 16-10a-722 of the Utah Revised Business Corporation Act) is granted pursuant to that certain Shareholder Agreement dated as of March , 1994, between Novell and the undersigned shareholder (the "Shareholder Agreement"), and is granted in consideration of Novell entering into that certain Agreement and Plan of Reorganization dated as of March , 1994 (the "Reorganization Agreement"), among Novell, Novell Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Novell ("Sub"), and WordPerfect, and that certain related Agreement of Merger between Sub and WordPerfect (such agreements are collectively referred to as the "Merger Agreements"). The Merger Agreements provide for the merger of Sub into WordPerfect in accordance with their terms (the "Merger"). As used herein, the term "Expiration Date" shall mean the earlier to occur of (i) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreements or (ii) the termination of the Reorganization Agreement in accordance with its terms.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting and other rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to Section 16-10a-704 of the Utah Revised Business Corporation Act) at every annual, special or adjourned meeting of the shareholders of WordPerfect and in every written consent in lieu of such meeting: (a) in favor of approval of the Merger and the Merger Agreements and in favor of any matter that could reasonably be expected to facilitate the Merger, and (b) against approval of any proposal made in opposition to or in competition with the consummation of the Merger and the Merger Agreements, against any merger, consolidation, sale of assets, reorganization or recapitalization of WordPerfect with any party other than Novell and its affiliates and against any liquidation or winding up of WordPerfect. The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter except as provided in clauses (a) and (b) above. The undersigned shareholder may vote the Shares on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

This proxy is irrevocable (to the full extent permitted by Section 16-10a-722 of the Utah Revised Business Corporation Act).

Dated: _____, 1994

Signature of Shareholder: _____

Print Name of Shareholder: _____

Shares beneficially owned:

_____ shares of WordPerfect Corporation Common Stock

EXHIBIT 5.12

WORDPERFECT CORPORATION AFFILIATES AGREEMENT

This Affiliates Agreement (this "*Agreement*") is made and entered into as of March , 1994 between WordPerfect Corporation, a Utah corporation ("*WordPerfect*"), Novell, Inc., a Delaware corporation ("*Novell*") and the undersigned affiliate ("*Affiliate*") of WordPerfect.

RECITALS

A. Concurrently with the execution of this Agreement, WordPerfect and Novell have entered into an Agreement and Plan of Reorganization (the "*Reorganization Agreement*"), which contemplates that WordPerfect and Novell Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Novell ("*Sub*"), will enter into Articles of Merger, which Reorganization Agreement and Articles of Merger (collectively, the "*Merger Agreements*") provide for the merger (the "*Merger*") of Sub with and into WordPerfect. Pursuant to the Merger, all outstanding capital stock of WordPerfect will be converted into Common Stock of Novell.

B. Affiliate is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")) of such number of shares of the outstanding Common Stock, no par value per share, of WordPerfect as is indicated on the final page of this Agreement (the "*Shares*").

C. Affiliate understands that, since the Merger will be accounted for using the "pooling of interests" method and Affiliate is an "affiliate" of WordPerfect (within the meaning of Rule 145 promulgated under the Securities Act of 1933, as amended (the "*Securities Act*")), the Shares may only be disposed of in a conformity with the limitations described herein. Affiliate has been informed that the treatment of the Merger as a pooling of interests for accounting purposes, and as a tax-free reorganization under applicable provisions of the Internal Revenue Code, is dependent upon the accuracy of certain of the representations and warranties and the compliance with certain of the agreements set forth herein. Affiliate further understands that the representations, warranties and agreement set forth herein will be relied upon by Novell, WordPerfect and their respective counsel and accounting firms.

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Retain Shares.

1.1 *Transfer and Encumbrance.* Affiliate agrees not to transfer (except as may be specifically required by court order or as permitted under Section 1.3 below), sell, exchange, pledge (except in connection with a bona fide loan transaction, provided that any pledgee agrees not to transfer, sell, exchange, pledge or otherwise dispose or encumbrance the Shares or any New Shares, as defined in Section 1.2 below, prior to the Expiration Date) or otherwise dispose of or encumber the Shares or any New Shares or to make any offer or agreement relating thereto, at any time prior to the Expiration Date. As used herein, the term "*Expiration Date*" shall mean the date Novell shall have publicly released a report including the combined financial results of Novell and WordPerfect for a period of at least 30 days of combined operations of Novell and WordPerfect.

1.2 *New Shares.* Affiliate agrees that any shares of capital stock of WordPerfect that Affiliate purchases or with respect to which Affiliate otherwise acquired beneficial ownership after the date of this Agreement and prior to the Expiration Date ("*New Shares*") shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares.

1.3 *Permitted Transfers.* Affiliate may transfer up to thirty percent (30%) of the Shares or any New Shares to members of Affiliate's immediate family if, prior to any such transfer, (i) Novell receives advice from its counsel that such transfer will not affect the treatment of the Merger as a pooling of

interests for accounting purposes and (ii) the transferee agrees to be bound by the provisions of this Agreement.

2. *Tax Treatment: Rule 145.* Affiliate understands and agrees that it is intended that the Merger will be treated as a "reorganization" for federal income tax purposes. Affiliate further understands and agrees that Affiliate may be deemed to be an "affiliate" of WordPerfect within the meaning of Rule 145, although nothing contained herein should be construed as an admission of such fact.

3. *Reliance Upon Representations, Warranties and Covenants.* Affiliate has been informed that the treatment of the Merger as a reorganization for federal income tax purposes requires that a sufficient number of former shareholders of WordPerfect maintain a meaningful continuing equity ownership interest in Novell after the Merger. Affiliate understands that the representations, warranties and covenants of Affiliate set forth herein will be relied upon by Novell, WordPerfect and their respective counsel and accounting firms.

4. *Representations, Warranties and Covenants of Affiliate.* Affiliate represents, warrants and covenants as follows:

(a) Affiliate has full power and authority to execute this Agreement, to make the representations, warranties and covenants herein contained and to perform Affiliate's obligations hereunder.

(b) Set forth below the signatures below is the number of shares of Common Stock of WordPerfect ("*WordPerfect Stock*") owned by Affiliate, including all WordPerfect Stock as to which Affiliate has sole or shared voting or investment power and all rights, options and warrants to acquire WordPerfect Stock owned or held by Affiliate.

(c) Affiliate will not sell, transfer, exchange, pledge (except in connection with a bona fide loan transaction as set forth in Section 1.1 above) or otherwise dispose of, or make any offer or agreement relating to any of the foregoing with respect to, any shares of Common Stock of Novell ("*Novell Stock*") that Affiliate may acquire in connection with the Merger, or any securities that may be paid as a dividend or otherwise distributed thereon or with respect thereto or issued or delivered in exchange or substitution therefor (all such shares and other securities of Novell are sometimes collectively referred to as "*Restricted Securities*"), or any option, right or other interest with respect to any Restricted Securities, unless: (i) such transaction is permitted pursuant to Rule 145(c) and 145(d) under the Securities Act; (ii) counsel representing Affiliate, which counsel is reasonably satisfactory to Novell, shall have advised Novell in a written opinion letter satisfactory to Novell, shall have advised Novell in a written opinion letter satisfactory to Novell and Novell's legal counsel, and upon which Novell and its legal counsel may rely, that no registration under the Securities Act would be required in connection with the proposed sale, transfer or other disposition; (iii) a registration statement under the Securities Act covering the Novell Stock proposed to be sold, transferred or otherwise disposed of, describing the manner and terms of the proposed sale, transfer or other disposition, and containing a current prospectus, shall have been filed with the Securities and Exchange Commission (the "*SEC*") and made effective under the Securities Act; or (iv) an authorized representative of the SEC shall have rendered written advice to Affiliate (sought by Affiliate or counsel to Affiliate, with a copy thereof and all other related communications delivered to Novell) to the effect that the SEC would take no action, or that the staff of the SEC would not recommend that the SEC take any action, with respect to the proposed disposition if consummated.

(d) Affiliate has, and as of the Effective Time will have, no present plan or intention (a "*Plan*") to sell, transfer, exchange, pledge (other than in a preexisting bona fide margin account) or otherwise dispose of, including a distribution by a partnership to its partners, or a corporation to its stockholders, or any other transaction which results in a reduction in the risk of ownership (any of the foregoing, a "*Sale*") of more than thirty percent (30%) of the shares of Novell Stock that Affiliate may acquire in connection with the Merger, or any securities that may be paid as a dividend or otherwise distributed thereon with respect thereto or issued or delivered in exchange or substitution therefor. Affiliate is not aware of, or participating in, any Plan on the part of WordPerfect stockholders to engage in Sales of the shares of Novell Stock to be issued in the Merger such that the aggregate fair market value, as of the Effective Time of the Merger, of the shares subject to such Sales would exceed thirty percent (30%) of

the aggregate fair market value of all shares of outstanding WordPerfect Stock immediately prior to the Merger. For purposes of the preceding sentence, shares of WordPerfect Stock (i) which are exchanged for cash in lieu of fractional shares of Novell Common Stock or (ii) with respect to which a pre-Merger Sale occurs in a Related Transaction (as hereinafter defined), shall be considered to be shares of WordPerfect Common Stock that are exchanged for Novell Stock in the Merger and then disposed of pursuant to a Plan. A Sale of Novell Stock shall be considered to have occurred pursuant to a Plan if, among other things, such Sale occurs in a Related Transaction. For purposes of this Section 4(d), a "Related Transaction" shall mean a transaction that is in contemplation of, or related or pursuant to, the Merger or the Merger Agreements. If any of Affiliate's representations in this Section 4(d) cease to be true at any time prior to the Effective Time, Affiliate will deliver to each of WordPerfect and Novell, prior to the Effective Time, a written statement to that effect, signed by Affiliate.

5. *Rules 144 and 145.* From and after the Effective Time and for so long as is necessary in order to permit Affiliate to sell the Novell Stock held by Affiliate pursuant to Rule 145 and, to the extent applicable, Rule 144 under the Securities Act, Novell will use its reasonable efforts to file on a timely basis all reports required to be filed by it pursuant to Section 13 of the Securities Exchange Act of 1934, as amended, referred to in paragraph (c)(1) of Rule 144 under the Securities Act, in order to permit Affiliate to sell the Novell Stock held by it pursuant to the terms and conditions of Rule 145 and the applicable provisions of Rule 144.

6. *Limited Resales.* Affiliate understands that, in addition to the restrictions imposed under Section 3 of this Agreement, the provisions of Rule 145 limit Affiliate's public resales of Restricted Securities, in the manner set forth in subsections (a), (b) and (c) below:

(a) Unless and until the restriction "Cut-off" provisions of Rule 145(d)(2) or Rule 145(d)(3) set forth below become available, public resales of Restricted Securities may only be made by Affiliate in compliance with the requirements of Rule 145(d)(1). Rule 145(d)(1) permits such resales only: (i) while Novell meets the public information requirements of Rule 144(c); (ii) in brokers' transactions or in transactions with a market maker; and (iii) where the aggregate number of Restricted Securities sold at any time together with all sales of restricted Novell Stock sold for Affiliate's account during the preceding three-month period does not exceed the greater of (A) 1% of the Novell Common Stock outstanding or (B) the average weekly volume of trading in Novell Common Stock on all national securities exchanges, or reported through the automated quotation system of a registered securities association, during the four calendar weeks preceding the date of receipt of the order to execute the sale.

(b) Affiliate may make unrestricted sales of Restricted Securities pursuant to Rule 145(d)(2) if: (i) Affiliate has beneficially owned (within the meaning of Rule 144(d) under the Securities Act) the Restricted Securities for at least two years after the Effective Time of the Merger; (ii) Affiliate is not an affiliate of Novell; and (iii) Novell meets the public information requirements of Rule 144(c).

(c) Affiliate may make unrestricted sales of Restricted Securities pursuant to Rule 145(d)(3) if Affiliate has beneficially owned (within the meaning of Rule 144(d) under the Securities Act) the Restricted Securities for at least three years and is not, and has not been for the last three months, an affiliate of Novell.

(d) Novell acknowledges that the provisions of Section 4(c) of this Agreement will be satisfied as to any sale by the undersigned of the Restricted Securities pursuant to Rule 145(d), by a broker's letter and a letter from the undersigned with respect to that sale stating that each of the above-described requirements of Rule 145(d)(1) has been met or is inapplicable by virtue of Rule 145(d)(2) or Rule 145(d)(3); provided, however, that Novell has no reasonable basis to believe that such sales were not made in compliance with such provisions of Rule 145(d).

7. *Legends.* Affiliate also understands and agrees that stop transfer instructions will be given to Novell's transfer agent with respect to certificates evidencing the Restricted Securities and that there will be placed on the certificates evidencing the Restricted Securities legends stating in substance:

"THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD, PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF

EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND THE OTHER CONDITIONS SPECIFIED IN THAT CERTAIN AFFILIATES AGREEMENT DATED AS OF MARCH 21, 1994 AMONG NOVELL, INC., WORDPERFECT CORPORATION AND THE SHAREHOLDER, A COPY OF WHICH AFFILIATES AGREEMENT MAY BE INSPECTED BY THE HOLDER OF THIS CERTIFICATE AT THE OFFICES OF NOVELL INC. NOVELL INC. WILL FURNISH, WITHOUT CHARGE, A COPY THEREOF TO THE HOLDER OF THIS CERTIFICATE UPON WRITTEN REQUEST THEREFOR."

Novell agrees to remove promptly such stop transfer instructions and legend upon full compliance with this Agreement by the undersigned, including, without limitation, a sale or transfer of Novell Stock permitted under Section 4(c) above.

8. *Termination.* This Agreement shall be terminated and shall be of no further force and effect upon the termination of the Reorganization Agreement pursuant to Section 7.1 of the Reorganization Agreement.

9. *Counterparts.* This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

10. *Binding Agreement.* This Agreement will inure to the benefit of and be binding upon and enforceable against the parties and their successors and assigns, including administrators, executors, representatives, heirs, legatees and devisees of Affiliate and any pledgee holding Restricted Securities as collateral.

11. *Waiver.* No waiver by any party hereto of any condition or of any breach of any provision of this Agreement shall be effective unless in writing and signed by each party hereto.

12. *Governing Law.* This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Delaware.

13. *Attorneys' Fees.* In the event of any legal actions or proceeding to enforce or interpret the provisions hereof, the prevailing party shall be entitled to reasonable attorneys' fees, whether or not the proceeding results in a final judgment.

14. *Effect of Headings.* The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

15. *Third Party Reliance.* Counsel to and accountants for the parties shall be entitled to rely upon this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

WORDPERFECT CORPORATION

AFFILIATE

By: _____

By: _____

Title: _____

Affiliate's Address for Notice:

NOVELL, INC.

By: _____

Title: _____

Shares beneficially owned:

_____ shares of WordPerfect Common Stock

APPENDIX B

UTAH REVISED BUSINESS CORPORATION ACT

PART 13

DISSENTERS' RIGHTS

16-10a-1301. Definitions.

For purposes of Part 13:

(1) "Beneficial shareholder" means the person who is a beneficial owner of shares held in a voting trust or by a nominee as the record shareholder.

(2) "Corporation" means the issuer of the shares held by a dissenter before the corporate action, or the surviving or acquiring corporation by merger or share, exchange of that issuer.

(3) "Dissenter" means a shareholder who is entitled to dissent from corporate action under Section 16-10a-1302 and who exercises that right when and in the manner required by Sections 16-10a-1320 through 16-10a-1328.

(4) "Fair value" with respect to a dissenter's shares, means the value of the shares immediately before the effectuation of the corporate action to which the dissenter objects, excluding any appreciation or depreciation in anticipation of the corporate action.

(5) "Interest" means interest from the effective date of the corporate action until the date of payment, at the statutory rate set forth in Section 15-1-1, compounded annually.

(6) "Record shareholder" means the person in whose name shares are registered in the records of a corporation or the beneficial owner of shares that are registered in the name of a nominee to the extent the beneficial owner is recognized by the corporation as the shareholder as provided in Section 16-10a-723.

(7) "Shareholder" means the record shareholder or the beneficial shareholder.

16-10a-1302. Right to dissent.

(1) A shareholder, whether or not entitled to vote, is entitled to dissent from, and obtain payment of the fair value of shares held by him in the event any of the following corporate actions:

(a) consummation of a plan of merger to which the corporation is a party if:

(i) shareholder approval is required for the merger by Section 16-10a-1103 or the articles of incorporation; or

(ii) the corporation is a subsidiary that is merged with its parent under Section 16-10a-1104;

(b) consummation of a plan of share exchange to which the corporation is a party as the corporation whose shares will be acquired;

(c) consummation of a sale, lease, exchange, or other disposition of all, or substantially all, of the property of the corporation for which a shareholder vote is required under Subsection 16-10a-1202(1), but not including a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within one year after the date of sale; and

(d) consummation of a sale, lease, exchange, or other disposition of all, or substantially all, of the property of an entity controlled by the corporation if the shareholders of the corporation were entitled to vote upon the consent of the corporation to the disposition pursuant to Subsection 16-10a-1202(2).

(2) A shareholder is entitled to dissent and obtain payment of the fair value his shares in the event of any other corporate action to the extent the articles of incorporation, bylaws, or a resolution of the board of directors so provides.

(3) Notwithstanding the other provisions of this part, except to the extent otherwise provided in the articles of incorporation, bylaws, or a resolution of the board of directors, and subject to the limitations set forth in Subsection (4), a shareholder is not entitled to dissent and obtain payment under Subsection (1) of the fair value of the shares of any class or series of shares which either were listed on a national securities exchange registered under the federal Securities Exchange Act of 1934, as amended, or on the National Market System of the National Association of Securities Dealers Automated Quotation System, or were held of record by more than 2,000 shareholders, at the time of:

(a) the record date fixed under Section 16-10a-707 to determine the shareholders entitled to receive notice of the shareholders' meeting at which the corporate action is submitted to a vote;

(b) the record date fixed under Section 16-10a-704 to determine shareholders entitled to sign writings consenting to the proposed corporate action; or

(c) the effective date of the corporate action if the corporate action is authorized other than by a vote of shareholders.

(4) The limitation set forth in Subsection (3) does not apply if the shareholder will receive for his shares, pursuant to the corporate action, anything except:

(a) shares of the corporation surviving the consummation of the plan of merger or share exchange;

(b) shares of a corporation which at the effective date of the plan of merger or share exchange either will be listed on a national securities exchange registered under the federal Securities Exchange Act of 1934, as amended, or on the National Market System of the National Association of Securities Dealers Automated Quotation System, or will be held of record by more than 2,000 shareholders;

(c) cash in lieu of fractional shares; or

(d) any combination of the shares described in Subsection (4), or cash in lieu of fractional shares.

(5) A shareholder entitled to dissent and obtain payment for his shares under this part may not challenge the corporate action creating the entitlement unless the action is unlawful or fraudulent with respect to him or to the corporation.

16-10a-1303. Dissent by nominees and beneficial owners.

(1) A record shareholder may assert dissenters' rights as to fewer than all the shares registered in his name only if the shareholder dissents with respect to all shares beneficially owned by any one person and causes the corporation to receive written notice which states the dissent and the name and address of each person on whose behalf dissenters' rights are being asserted. The rights of a partial dissenter under this subsection are determined as if the shares as to which the shareholder dissents and the other shares held of record by him were registered in the names of different shareholders.

(2) A beneficial shareholder may assert dissenters' rights as to shares held on his behalf only if:

(a) the beneficial shareholder causes the corporation to receive the record shareholder's written consent to the dissent not later than the time the beneficial shareholder asserts dissenters' rights; and

(b) the beneficial shareholder dissents with respect to all shares of which he is the beneficial shareholder.

(3) The corporation may require that, when a record shareholder dissents with respect to the shares held by any one or more beneficial shareholders, each beneficial shareholder must certify to the corporation that both he and the record shareholders of all shares owned beneficially by him have asserted, or will timely assert,

dissenters' rights. The certification requirement must be stated in the dissenters' notice given pursuant to Section 16-10a-1322.

16-10a-1320. Notice of dissenters' rights.

(1) If a proposed corporate action creating dissenters' rights under Section 16-10a-1302 is submitted to a vote at a shareholders' meeting, the meeting notice must be sent to all shareholders of the corporation as of the applicable record date, whether or not they are entitled to vote at the meeting. The notice shall state that shareholders are or may be entitled to assert dissenters' rights under this part. The notice must be accompanied by a copy of this part and the materials, if any, that under this chapter are required to be given the shareholders entitled to vote on the proposed action at the meeting. Failure to give notice as required by this subsection does not affect any action taken at the shareholders' meeting for which the notice was to have been given.

(2) If a proposed corporate action creating dissenters' rights under Section 16-10a-1302 is authorized without a meeting of shareholders pursuant to Section 16-10a-704, any written or oral solicitation of a shareholder to execute a Written consent to the action contemplated by Section 16-10a-704 must be accompanied or preceded by a written notice stating that shareholders are or may be entitled to assert dissenters' rights under this part, by a copy of this part, and by the materials, if any, that under this chapter would have been required to be given to shareholders entitled to vote on the proposed action if the proposed action were submitted to a vote at a shareholders' meeting. Failure to give written notice as provided by this subsection does not affect any action taken pursuant to Section 16-10a-704 for which the notice was to have been given.

16-10a-1321. Demand for payment — Eligibility and notice of intent.

(1) If a proposed corporate action creating dissenters' rights under Section 16-10a-1302 is submitted to a vote at a shareholders' meeting, a shareholder who wishes to assert dissenters' rights:

(a) must cause the corporation to receive, before the vote is taken, written notice of his intent to demand payment for shares if the proposed action is effectuated; and

(b) may not vote any of his shares in favor of the proposed action.

(2) If a proposed corporate action creating dissenters' rights under Section 16-10a-1302 is authorized without a meeting of shareholders pursuant to Section 16-10a-704, a shareholder who wishes to assert dissenters' rights may not execute a writing consenting to the proposed corporate action.

(3) In order, to be entitled to payment for shares under this part, unless otherwise provided in the articles of incorporation, bylaws, or a resolution adopted by the board of directors, a shareholder must have been a shareholder with respect to the shares for which payment is demanded as of the date the proposed corporate action creating dissenters' rights under Section 16-10a-1302 is approved by the shareholders if shareholder approved is required, or as of the effective date of the corporate action if the corporate action is authorized other than by a vote of shareholders.

(4) A shareholder who does not satisfy the requirements of Subsections (1) through (3) is not entitled to payment for shares under this part.

16-10a-1322. Dissenters' notice.

(1) If proposed corporate action creating dissenters' rights under Section 16-10a-1302 is authorized, the corporation shall give a written dissenters' notice to all shareholders who are entitled to demand payment for their shares under this part.

(2) The dissenters' notice required by Subsection (1) must be sent no later than ten days after the effective date of the corporate action creating dissenters' rights under Section 16-10a-1302, and shall:

(a) state that the corporate action was authorized and the effective date or proposed effective date of the corporate action;

(b) state an address at which the corporation will receive payment demands and an address at which certificates for certificated shares must be deposited;

(c) inform holders of uncertificated shares to what extent transfer of the shares will be restricted after the payment demand is received;

(d) supply a form for demanding payment, which form requests a dissenter to state an address to which payment is to be made;

(e) set a date by which the corporation must receive the payment demand and by which certificates for certificated shares must be deposited at the address indicated in the dissenters' notice, which dates may not be fewer than 30 nor more than 70 days after the date the dissenters' notice required by Subsection (1) is given;

(f) state the requirement contemplated by Subsection 16-10a-1303(3), if the requirement is imposed; and

(g) be accompanied by a copy of this part.

16-10a-1323. Procedure to demand payment.

(1) A shareholder who is given a dissenters' notice described in Section 16-10a-1322, who meets the requirements of Section 16-10a-1321, and wishes to assert dissenters' rights must, in accordance with the terms of the dissenters' notice:

(a) cause the corporation to receive a payment demand, which may be the payment demand form contemplated in Subsection 16-10a-1322(2)(d), duly completed, or may be stated in another writing;

(b) deposit certificates for his certificated shares in accordance with the terms of the dissenters' notice; and

(c) if required by the corporation in the dissenters' notice described in Section 16-10a-1322, as contemplated by Section 16-10a-1327, certify in writing, in or with the payment demand, whether or not he or the person on whose behalf he asserts dissenters' rights acquired beneficial ownership of the shares before the date of the first announcement to news media or to shareholders of the terms of the proposed corporate action creating dissenters' rights under Section 16-10a-1302.

(2) A shareholder who demands payment in accordance with Subsection (1) retains all rights of a shareholder except the right to transfer the shares until the effective date of the proposed corporate action giving rise to the exercise of dissenters' rights and has only the right to receive payment for the shares after the effective date of the corporate action.

(3) A shareholder who does not demand payment and deposit share certificates as required, by the date or dates set in the dissenters' notice, is not entitled to payment for shares under this part.

16-10a-1324. Uncertificated shares.

(1) Upon receipt of a demand for payment under Section 16-10a-1323 from a shareholder holding uncertificated shares, and in lieu of the deposit of certificates representing the shares, the corporation may restrict the transfer of the shares until the proposed corporate action is taken or the restrictions are released under Section 16-10a-1326.

(2) In all other respects, the provisions of Section 16-10a-1323 apply to shareholders who own uncertificated shares.

16-10a-1325. Payment.

(1) Except as provided in Section 16-10a-1327, upon the later of the effective date of the corporate action creating dissenters' rights under Section 16-10a-1302, and receipt by the corporation of each payment demand pursuant to Section 16-10a-1323, the corporation shall pay the amount the corporation estimates to be the fair value of the dissenter's shares, plus interest to each dissenter who has complied with Section 16-10a-1323, and who meets the requirements of Section 16-10a-1321, and who has not yet received payment.

(2) Each payment made pursuant to Subsection (1) must be accompanied by:

(a) (i)(A) the corporation's balance sheet as of the end of its most recent fiscal year, or if not available, a fiscal year ending not more than 16 months before the date of payment;

(B) an income statement for that year;

(C) a statement of changes in shareholders' equity for that year and a statement of cash flow for that year, if the corporation customarily provides such statements to shareholders; and

(D) the latest available interim financial statements, if any;

(ii) the balance sheet and statements referred to in Subsection (i) must be audited if the corporation customarily provides audited financial statements to shareholders;

(b) a statement of the corporation's estimate of the fair value of the shares and the amount of interest payable with respect to the shares;

(c) a statement of the dissenter's right to demand payment under Section 16-10a-1328; and

(d) a copy of this part.

16-10a-1326. Failure to take action.

(1) If the effective date of the corporate action creating dissenters' rights under Section 16-10a-1302 does not occur within 60 days after the date set by the corporation as the date by which the corporation must receive payment demands as provided in Section 16-10a-1322, the corporation shall return all deposited certificates and release the transfer restrictions imposed on uncertificated shares, and all shareholders who submitted a demand for payment pursuant to Section 16-10a-1323 shall thereafter have all rights of a shareholder as if no demand for payment had been made.

(2) If the effective date of the corporate action creating dissenters' rights under Section 16-10a-1322 occurs more than 60 days after the date set by the corporation as the date by which the corporation must receive payment demands as provided in Section 16-10a-1322, then the corporation shall send a new dissenters' notice, as provided in Section 16-10a-1322, and the provisions of Sections 16-10a-1323 through 16-10a-1328 shall again be applicable.

16-10a-1327. Special provisions relating to shares acquired after announcement of proposed corporate action.

(1) A corporation may, with the dissenters' notice given pursuant to Section 16-10a-1322, state the date of the first announcement to news media or to shareholders of the terms of the proposed corporate action creating dissenters' rights under Section 16-10a-1302 and state that a shareholder who asserts dissenters' rights must certify in writing, in or with the payment demand, whether or not he or the person on whose behalf he asserts dissenters' rights acquired beneficial ownership of the shares before that date. With respect to any dissenter who does not certify in writing, in or with the payment demand that he or the person on whose behalf the dissenters' rights are being asserted, acquired beneficial ownership of the shares before that date, the corporation may, in lieu of making the payment provided in Section 16-10a-1325, offer to make payment if the dissenter agrees to accept it in full satisfaction of his demand.

(2) An offer to make payment under Subsection (1) shall include or be accompanied by the information required by Subsection 16-10a-1325(2).

16-10a-1328. Procedure if shareholder dissatisfied with payment or offer.

(1) A dissenter who has not accepted an offer made by a corporation under Section 16-10a-1327 may notify the corporation in writing of his own estimate of the fair value of his shares and demand payment of the estimated amount, plus interest, less any payment made under Section 16-10a-1325, if:

(a) the dissenter believes that the amount paid under Section 16-10a-1325 or offered under Section 16-10a-1327 is less than the fair value of the shares;

(b) the corporation fails to make payment under Section 16-10a-1325 within 60 days after the date set by the corporation as the date by which it must receive the payment demand; or

(c) the corporation, having failed to take the proposed corporate action creating dissenters' rights, does not return the deposited certificates or release the transfer restrictions imposed on uncertificated shares as required by Section 16-10a-1326.

(2) A dissenter waives the right to demand payment under this section unless he causes the corporation to receive the notice required by Subsection (1) within 30 days after the corporation made or offered payment for his shares.

16-10a-1330. Judicial appraisal of shares — Court action.

(1) If a demand for payment under Section 16-10a-1328 remains unresolved, the corporation shall commence a proceeding within 60 days after receiving the payment demand contemplated by Section 16-10a-1328, and petition the court to determine the fair value of the shares and the amount of interest. If the corporation does not commence the proceeding within the 60-day period, it shall pay each dissenter whose demand remains unresolved the amount demanded.

(2) The corporation shall commence the proceeding described in Subsection (1) in the district court of the county in this state where the corporation's principal office, or if it has no principal office in this state, the county where its registered office is located. If the corporation is a foreign corporation without a registered office in this state, it shall commence the proceeding in the county in this state where the registered office of the domestic corporation merged with, or whose shares were acquired by, the foreign corporation was located.

(3) The corporation shall make all dissenters who have satisfied the requirements of Sections 16-10a-1321, 16-10a-1323, and 16-10a-1328, whether or not they are residents of this state whose demands remain unresolved, parties to the proceeding commenced under Subsection (2) as an action against their shares. All such dissenters who are named as parties must be served with a copy of the petition. Service on each dissenter may be by registered or certified mail to the address stated in his payment demand made pursuant to Section 16-10a-1328. If no address is stated in the payment demand, service may be made at the address stated in the payment demand given pursuant to Section 16-10a-1323. If no address is stated in the payment demand, service may be made at the address shown on the corporation's current record of shareholders for the record shareholder holding the dissenter's shares. Service may also be made otherwise as provided by law.

(4) The jurisdiction of the court in which the proceeding is commenced under Subsection (2) is plenary and exclusive. The court may appoint one or more persons as appraisers to receive evidence and recommend decision on the question of fair value. The appraisers have the powers described in the order appointing them, or in any amendment to it. The dissenters are entitled to the same discovery rights as parties in other civil proceedings.

(5) Each dissenter made a party to the proceeding commenced under Subsection (2) is entitled to judgment:

(a) for the amount, if any, by which the court finds that the fair value of his shares, plus interest, exceeds the amount paid by the corporation pursuant to Section 16-10a-1325; or

(b) for the fair value, plus interest, of the dissenter's after-acquired shares for which the corporation elected to withhold payment under Section 16-10a-1327.

16-10a-1331. Court costs and counsel fees.

(1) The court in an appraisal proceeding commenced under Section 16-10a-1330 shall determine all costs of the proceeding, including the reasonable compensation and expenses of appraisers appointed by the court. The court shall assess the costs against the corporation, except that the court may assess costs against all or some of the dissenters, in amounts the court finds equitable, to the extent the court finds that the dissenters acted arbitrarily, vexatiously, or not in good faith in demanding payment under Section 16-10a-1328.

(2) The court may also assess the fees and expenses of counsel and experts for the respective parties, in amounts the court finds equitable:

(a) against the corporation and in favor of any or all dissenters if the court finds the corporation did not substantially comply with the requirements of Sections 16-10a-1320 through 16-10a-1328; or

(b) against either the corporation or one or more dissenters, in favor of any other party, if the court finds that the party against whom the fees and expenses are assessed acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by this part.

(3) If the court finds that the services of counsel for any dissenter were of substantial benefit to other dissenters similarly situated, and that the fees for those services should not be assessed against the corporation, the court may award to those counsel reasonable fees to be paid out of the amounts awarded the dissenters who were benefitted.

EXHIBIT 5.1

April 21, 1994

Novell, Inc.
122 East 1700 South
Provo, Utah 84606

Re: Novell, Inc. Registration Statement on Form S-4

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-4 to be filed by you with the Securities and Exchange Commission on April 22, 1994, (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended, of 51,380,100 shares of your Common Stock, par value \$.10 per share (the "Shares"). The Shares are to be issued in connection with the merger of Novell Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Novell, Inc., with and into WordPerfect Corporation, a Utah corporation, pursuant to an Agreement and Plan of Reorganization dated as of March 21, 1994 (the "Merger Agreement"). As your counsel in connection with this transaction, we have examined the proceedings taken and proposed to be taken in connection with the issuance of the Shares.

It is our opinion that, upon completion of the proceedings being taken or contemplated to be taken prior to the issuance of the Shares, and upon completion of the proceedings being taken in order to permit the transactions contemplated by the Merger Agreement to be carried out in accordance with the securities laws of the various states, where required, the Shares, when issued in the manner referred to in the Registration Statement, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement, including the Prospectus/Proxy Statement constituting a part thereof, and any amendment thereto.

Very truly yours,

WILSON, SONSINI, GOODRICH & ROSATI
Professional Corporation

EXHIBIT 10.1**PURCHASE AND LICENSE AGREEMENT**

THIS AGREEMENT dated as of the close of business on March 20, 1994 by and between Borland International, Inc., a Delaware corporation ("Seller") and Novell, Inc., a Delaware corporation ("Buyer").

ARTICLE I PURCHASE AND SALE*Section 1.1 Certain Definitions.*

1.1.1 "Purchased Software" shall mean the computer software programs known by the Quattro Pro name in any and all languages existing at the Time of Closing, and all versions and iterations of such programs (regardless of platform and whether developed in the past or currently under development), including all Object Code, Source Code, and Purchased Documentation thereof and all Technology in or for the use of any of the foregoing, (but not including any or all of the Licensed Software or Licensed Documentation or Restricted Licensed Software).

1.1.2 "Licensed Software" shall mean Seller's computer software and any Object Code, Source Code and Documentation included in the Purchased Software which also has previously been incorporated in other currently generally available software developed by Seller (or that is currently planned to be incorporated in a future commercial version of such software) or which is known as Borland Suite Install, in any and all languages existing at the Time of Closing; provided that Licensed Software shall not include the Restricted Licensed Software.

1.1.3 "Restricted Licensed Software" shall mean Borland's software technology internally referred to as (i) Presentation Advisor, ODAPI Engine and OBEX (each in object code only) and (ii) Oxford (in object code), WP Office Transport, Database Desktop, Data Modeling Desktop, and Office Transport (each in source code).

1.1.4 "Licensed Tools" shall mean software tools used by Borland in development, quality assurance, testing, technical support or maintenance of the Products, including, but not limited to Bolero (in object code) and Oxford (in object code).

1.1.5 "Purchased Documentation" shall mean (i) end-user, quality assurance, testing, technical support, marketing and training documentation and packaging pertaining to the Purchased Software and camera ready text and artwork relating to same; (ii) materials used by Seller in the development of the Purchased Software or which would be useful in understanding the Purchased Software (such as logic manuals, flow charts, and principals of operation); (iii) any lists or reports that Seller has in its possession of bugs in or other problems with the Purchased Software; and (iv) all Technology in or for the use of any of the foregoing.

1.1.6 "Licensed Documentation" shall mean (i) end-user, quality assurance, testing, technical support, marketing and training documentation and packaging pertaining to the Licensed Software and camera ready text and artwork relating to same; (ii) materials used by Seller in the development of the Licensed Software or which would be useful in understanding the Licensed Software (such as logic manuals, flow charts, and principals of operation); (iii) any lists that Seller has in its possession of bugs in or other problems with the Licensed Software; and (iv) all Technology in or for the use of any of the foregoing.

1.1.7 "Purchased Assets" shall mean Purchased Software and Purchased Documentation.

1.1.8 "Licensed Assets" shall mean Licensed Software, Licensed Documentation, Restricted Licensed Software and Licensed Tools.

1.1.9 "Assets" shall mean Purchased Assets and Licensed Assets.

1.1.10 "Object Code" shall mean machine-readable computer programming code.

1.1.11 "Source Code" shall mean human-readable computer programming code and related system documentation.

1.1.12 "Mailing List" shall mean the list of the names and addresses of end users who Seller has registered (or that Seller has otherwise listed) as having acquired a package of the Purchased Software.

1.1.13 "Inventory" shall mean Seller's inventory of the Products as of the Time of Closing, less the inventory permitted to be retained pursuant to Section 1.4 hereof.

1.1.14 "Products" shall mean Quattro Pro 5.0 and Quattro Pro 5.0 for Windows.

1.1.15 "Capital Items" shall mean the computers and computer related equipment, object code software (other than Assets), unattached furniture and the like used by Employees on or around the date of this Agreement reasonably related to development, quality assurance, testing, or maintenance with respect to Products.

1.1.16 "Technology" shall mean inventions, works of authorship, algorithms, data, know-how, interfaces and other technology and information.

1.1.17 "Intellectual Property" shall mean all patent rights, copyrights, trade secret rights, moral rights and all other intellectual property or proprietary rights, except trademark rights.

1.1.18 "Product Related Items" shall mean Products, Assets, Product Trademarks and the Inventory and Mailing List and any Technology relating to any of the foregoing.

1.1.19 "Employees" shall mean the persons referred to in Section 4.2.r.

1.1.20 "Contracts" shall mean any contract, understanding or agreement reasonably related to any Product or any Purchased Asset.

1.1.21 "Product Trademarks" shall mean the marks and designations referred to in Section 1.2.3.

Section 1.2 Description of Items to be Acquired. Upon the terms and subject to the conditions set forth in this Agreement, at the Time of Closing (as defined in Section 6.1), Seller will, and effective as of such time, hereby does:

1.2.1 convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest existing now or at any time hereafter through the Time of Closing (whether or not in inchoate form) in or to the Purchased Assets and all Intellectual Property therein or by which it is used.

1.2.2 grant to Buyer, a worldwide, irrevocable, nonexclusive, transferrable, fully paid-up license to make, use, execute, reproduce, market, distribute, sell, sublicense, prepare, derivative works and improvements of and otherwise exploit all or any portion of the Licensed Software and any Technology or Intellectual Property incorporated therein; provided however, such license will be exclusive (even to Seller) in the field of spreadsheets similar in functionality or features to Quattro Pro, 1 2 3 or Exel but only as to that portion of the Licensed Software which relates solely to spreadsheet technology for a period of five years from the date of Closing.

1.2.3 grant to Buyer, a worldwide, irrevocable, nonexclusive, nontransferable, fully paid-up license to make, use, execute, reproduce, market, distribute, sell, sublicense, prepare derivative works and improvements of and otherwise exploit all or any portion of the Restricted Licensed Software and any Technology or Intellectual Property incorporated therein; provided that such license shall be limited to the field of spreadsheets and spreadsheet functionality.

1.2.4 grant to Buyer, a worldwide, irrevocable, nonexclusive, nontransferable, fully paid-up license to use, execute, reproduce, prepare derivative works and improvements of and otherwise exploit all or any portion of the Licensed Tools and any Technology or Intellectual Property incorporated therein; provided that such license will apply only for internal development in the area of spreadsheet and spreadsheet functionality.

1.2.5 Subject to all of the terms and conditions set forth in this paragraph, Seller hereby grants to Buyer a fully paid-up, royalty-free, worldwide, irrevocable, nonexclusive, non-transferable, indivisible license to make, have made, use or sell any product of Buyer under any Spreadsheet Patent already issued to Seller and any Spreadsheet patent issuing to Seller with respect to any invention in the Purchased Software or Licensed Software existing on or before the Time of Closing, without the right to sublicense. This license does not grant any license to Buyer to manufacture any products of any other person or entity. For the purposes of this paragraph, "Spreadsheet Patent" shall mean patent claims covering any aspect or function of any Purchased Software or Licensed Software.

1.2.6 Subject to all of the terms and conditions set forth in this paragraph, Seller hereby grants to Buyer a fully paid-up, royalty-free, worldwide, nonexclusive, non-transferable, indivisible license to make, have made, use or sell any spreadsheet or spreadsheet functionality of Buyer under any Spreadsheet Patent already issued to Seller and any Spreadsheet Patent issuing to Seller with respect to any invention in the Restricted Licensed Software existing on or before the Time of Closing, without the right to sublicense. This license does not grant any license to Buyer to manufacture any products of any other person or entity. For the purposes of this paragraph, "Spreadsheet Patent" shall mean patent claims covering any aspect or function of any Restricted Licensed Software.

1.2.7 Subject to all of the terms and conditions set forth in this paragraph, Seller hereby grants to Buyer a fully paid-up, royalty-free, worldwide, irrevocable, nonexclusive, non-transferable, indivisible license to make, have made or use (but not sell) any software tool applicable to spreadsheets or spreadsheet functionality under any Spreadsheet Patent already issued to Seller and any Spreadsheet Patent issuing to Seller with respect to any invention in the License Tools on or before the Time of Closing, without the right to sublicense. This license does not grant any license to Buyer to manufacture any products of any other person or entity. For the purposes of this paragraph, "Spreadsheet Patent" shall mean patent claims covering any aspect or function of any Licensed Tools.

1.2.8 convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all right, title, and interest existing now or anytime hereafter through the Time of Closing, in or to the marks "Quattro Pro" and "Quattro" and any variations thereof together with any and all goodwill associated with any such trademarks. Buyer will have a nonexclusive, worldwide, irrevocable, fully paid-up, transferrable, sublicensable license to use any other mark or designation used in or with respect to a Product ("Other Marks") except that for "Borland" and general corporate marks not included in the Products, Buyer may use such marks only as used by Borland and only for a reasonable transition period. Seller agrees to prepare, execute and deliver at the Time of Closing, at Seller's expense, assignments for any and all trademark applications and registrations existing through the Time of Closing; however, filing of such assignments will be done by Buyer at Buyer's expense.

1.2.9 grant to Buyer, a worldwide, irrevocable, transferable, fully paid-up, nonexclusive, license to use, reproduce, distribute, sublicense, prepare derivative works of and otherwise exploit the Mailing List and Related Intellectual Property.

1.2.10 deliver to Buyer a copy of the Mailing List and the Source Code and Object Code of the English language versions of the Purchased Software and Licensed Software, and, within 10 days after the Time of Closing or later requests(s) by Buyer, such other portions of the Assets as Buyer shall request.

1.2.11 convey, sell, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller, all right, title and interest in the Inventory and Capital Items. The timing and details of the physical delivery of Inventory and Capital Items are specified in Section 5.5.

1.2.12 convey, sell, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller, all right, title and interest in any payments and other rights and benefits under any Contract.

1.2.13 deliver to Buyer all reasonable books, records and documents directly relating to items assigned hereunder (originals) or to items licensed hereunder (copies only); provided that Seller may retain copies for legal or other purposes.

Each patent and each application or registration with respect to any Intellectual Property and each other significant item of Technology or Intellectual Property transferred under subparagraph 1.2.1 or licensed under subparagraph 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6 or 1.2.7; each significant mark referred to in subparagraph 1.2.8; and each Contract referred to in subparagraph 1.2.7; will be listed by Seller on the schedule hereto identified by the relevant subparagraph number. However, the failure of any item to appear on any of the foregoing schedules will have no effect on Buyer's or Seller's rights with respect thereto. Furthermore, notwithstanding anything else, Buyer shall have no obligation or liability with respect to any obligation or liability of Seller relating to any of the foregoing except as expressly provided in Section 2.1 below.

Any license granted in this Agreement, will equally apply to any subsidiary of Buyer.

Section 1.3 Non-Assignment of Certain Items. Notwithstanding anything to the contrary in this Agreement, to the extent that the assignment or license hereunder of any of the Assets (or the Intellectual Property therein or by which it is used) or Contracts shall require the consent of any other party (or in the event that any of the same shall be nonassignable), neither this Agreement nor any action taken pursuant to its provisions shall constitute an assignment or license or an agreement to assign or license if the requisite consents are not obtained and such assignment or license or attempted assignment or license would constitute a material breach or result in the loss or diminution thereof; provided, however, that in each such case, Seller shall, at its own expense, use its best efforts to obtain the consent of such other party to an assignment or license (as applicable) to Buyer and hereby consents to Buyer using such efforts as it deems necessary or appropriate to effect the same. All Material Product Related Items (and Intellectual Property) and Contracts that possibly may not be fully assigned or licensed as required elsewhere in this Agreement are listed on Schedule 1.3. Furthermore, Seller may retain copies of Product Related Items for internal end-use and archival purposes. In addition, there will be no transfer or license of items not in the Products if and to the extent where such transfer of license would violate the terms of the injunction issued on August 19, 1993 by the U.S. Federal District Court in the *Lotus Development Co. v. Borland International* litigation, except that as, when and to the extent such injunction is modified or dissolved, any transfer or license no longer prohibited will automatically take effect.

Section 1.4 Transitional Contracts. The parties acknowledge that it may not be practical or advisable to assign or terminate contracts pursuant to which Seller has granted third parties rights to sell or distribute or obtain the Products or to support or maintain them ("Transitional Contracts"), which shall include without limitation, all arrangements pursuant to Amendment No. 6 to the Borland/WordPerfect Bundling Agreement. In such cases, Seller and Buyer will use diligent efforts to transition such business and the customer relationship to Buyer such that reasonable orders will be filled by, and reasonable support and maintenance provided by, Buyer, except where Buyer is unable to do so. In any event, Buyer shall be entitled to the revenue and benefits received by Seller reasonably attributable to the Products (e.g., post-Closing sales, support or maintenance thereof) pursuant to such Transitional Contracts (even if prepaid before Closing) net of Seller's identifiable direct expenses of distribution, support and maintenance related specifically thereto and documented to Buyer. Except as otherwise provided herein, Seller may retain such units of inventory of Products as are specified in Schedule 1.4 solely to satisfy customers under Transitional Contracts in accordance with this paragraph if Buyer is unable to do so. Seller shall not enter into any new Transitional Contracts nor extend the term of any existing contract.

The Buyer and Seller agree that they shall cooperate in good faith to ensure an orderly transition in the distribution channel. In furtherance of such transfer, it is understood that it may be necessary or advisable for Buyer and/or Seller to provide inventory rotation or accept returns from distributors of excess, obsolete or unsold inventory in the channel. Buyer shall be responsible for up to, but not in excess of, \$10,000,000 of such returns or credits. The mechanism of handling any such returns shall be determined through good faith negotiations of Buyer and Seller, based on such business conditions as may arise during the transition.

ARTICLE II LIABILITIES ASSUMED AND NOT ASSUMED

Section 2.1 Liabilities Assumed. Buyer hereby agrees as of the Time of Closing to assume, satisfy or perform when due, and to defend and hold harmless Seller from (but only to the extent and in accordance with the procedure specified in Article VIII), the liabilities and obligations of Seller specified in this section as and only as provided in this section (the "Assumed Liabilities"), including only:

a. All liabilities and obligations in respect of each of the Contracts specifically identified on Schedule 1.2.7 (and not listed in Section 1.4) to the extent (but only to the extent) each of such obligations arise after the Time of Closing and specifically excluding, without limitation, (i) obligations relating to breach, if any, of the Contracts occurring prior to the Closing (even if a claim with respect thereto is asserted after the Closing); and (ii) debts relating to services rendered, but not paid for as of the Closing.

b. Obligations regarding fulfillment of orders or provision of support or maintenance under the Transitional Contracts listed on Schedule 1.4 as and only to the extent that Buyer takes on such obligations in accordance with Section 1.4 hereof.

c. The obligation to reimburse distributors for up to \$10,000,000 for inventory of the Products currently in the distribution channel which is returned to Seller unsold after the Time of Closing and before December 31, 1994 as set forth in Section 1.4. hereof.

Section 2.2 Liabilities Not Assumed. Except as specifically provided in this Agreement, Buyer shall not, by the execution, delivery and performance of this Agreement, or otherwise, assume or otherwise be responsible for any liability or obligation of Seller of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof. Without limiting the generality of the foregoing, Seller shall remain liable for all liabilities and obligations to Seller's personnel with respect to payroll, overtime, accrued vacation time, holiday time, severance arrangements or workers' compensation of any nature which are accrued but unpaid as of the Time of Closing or which accrue as a result of the consummation of the transactions contemplated herein. Buyer shall have no liability for or under the existing litigation between Seller and Lotus Development Corp.

ARTICLE III CONSIDERATION

Section 3.1 Consideration. Upon the terms and subject to the conditions contained in this Agreement, in consideration of this Agreement and performance thereof and in full payment therefor, Buyer will pay, or cause to be paid, the purchase price set forth in Section 3.2.

Section 3.2 Amount. The purchase price ("Purchase Price") shall be a cash payment in an amount equal to \$145 million (the "Cash Payment"), subject to the provisions of Section 6.3.

Section 3.3 Payment of Purchase Price. The Cash Payment shall be payable at the Closing (as defined in Section 6.1) by certified check or by wire transfer.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations of Buyer. Subject to the exceptions set forth in Schedule 4.1 hereto identifying each subsection below to which they apply, Buyer hereby represents to Seller that:

a. *Organization.* It is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

b. *Authorization.* It has full corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. It has taken all necessary and appropriate corporate action with respect to the execution and delivery of this Agreement and this Agreement constitutes its valid and binding obligation enforceable in accordance

with its terms except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and remedies generally.

c. *Compliance with other Instruments.* To the extent it is a party thereto, its execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms hereof by it do not, or as of the Time of Closing will not, conflict with or result in a breach of any terms of, or constitute a default under, its Certificate of Incorporation or Bylaws, or any material agreement, obligation or instrument to which it is a party or by which it is bound.

d. *Litigation.* There is no claim, litigation, investigation, inquiry, action, suit or proceeding, administrative or judicial, pending or, to its best knowledge, threatened against it, at law or in equity, before any federal, state or local court or regulatory agency, or other governmental authority, which might have a material adverse effect on its ability to perform any of its obligations under this Agreement.

e. *Consents.* No consent, approval, order or authorization of registration, qualification, designation, declaration or filing with any federal, state, local or provincial governmental authority or any third party is required by it in connection with the consummation of the transactions contemplated hereunder, except for the filing pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the regulations promulgated thereunder (the "HSR Act").

f. *Broker Fees.* It is not obligated to pay any fees or expenses of any broker or finder in connection with the origin, negotiation or execution of this Agreement or in connection with any of the transactions contemplated hereby.

g. Buyer has provided Seller with a true and correct copy of its Agreement and Plan of Reorganization (the "Merger Agreement") with WordPerfect Corporation ("WordPerfect"). Such agreement has been signed by all parties thereto.

Section 4.2 Representations of Seller. Subject to the exceptions set forth in Schedule 4.2 hereto identifying each subsection below to which they apply, Seller hereby represents and warrants to Buyer that:

a. *Corporate Organization of Seller.* Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to conduct the Business in the places where such Business is now conducted.

b. *Authorization of Seller.* Seller has full corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, including, without limitation, the execution and delivery of this Agreement, general conveyances, bills of sale, assignments, and other documents and instruments evidencing the conveyance of the Assets or delivered in accordance with Section 6.2 hereunder (the "Closing Documents"). Seller has taken all necessary and appropriate corporate and, if necessary, stockholder action with respect to the execution and delivery of this Agreement and the Closing Documents. This Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms except as limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws affecting creditors' rights and remedies generally.

c. *Reports.* Seller has filed all required forms, reports and documents with the SEC since December 31, 1992 (collectively, the "Seller SEC Reports"), all of which have complied in all material respects with all applicable requirements of the Securities Act of 1933 (the "Securities Act") and the Exchange Act of 1934 (the "Exchange Act"). As of their respective dates, none of the Seller SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. Each of the balance sheets (including the related notes) included in the Seller SEC Reports fairly presents the consolidated financial position of Seller and its subsidiaries as of the respective dates thereof, and the other related statements (including the related notes) included therein fairly present the consolidated results of operations and changes in financial position of Seller and its subsidiaries for the respective periods indicated, except, in the case of interim financial statements, for year-end audit adjustments and

any other adjustments described therein. Each of the financial statements (including the related notes) included in the Seller SEC Reports has been prepared in accordance with generally accepted accounting principles consistently applied during the periods involved, except as otherwise noted therein.

d. *Inventory.* All items included in the Inventory to be transferred to Buyer hereunder are Seller's property and have been acquired or arisen in the ordinary course of business. No items included in the Inventory have been written-off or pledged as collateral or are held by Seller on consignment from others. All of the Inventory consists of items of a quality and quantity usable and saleable in the ordinary and usual course of business.

e. *Governmental Consents.* No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any federal, state, local or provincial governmental authority on the part of Seller is required in connection with the consummation of the transactions contemplated hereunder, except for the filing pursuant to the HSR Act.

f. *Proprietary Rights.* Seller holds and is transferring or licensing hereunder all Intellectual Property and other rights necessary for the sale, distribution, use, production and other exploitation of the Product Related Items as now or proposed to be conducted by Seller without any conflict with or infringement upon the rights of others. Seller is the sole owner of all right, title and interest in and to all the Product Related Items and any Intellectual Property relating thereto free and clear of all liens, encumbrances, claims, rights of use and restrictions whatsoever. There are no outstanding options, licenses, or agreements of any kind relating to any of the foregoing other than for distribution of standard object code Product in the ordinary course of business that would materially conflict with the terms of this Agreement or the rights and licenses granted or assigned hereunder.

None of the Product Related Items or any Intellectual Property relating thereto infringes upon any rights or intellectual property of any other person, firm, corporation or other entity. There is not pending or threatened any claim or litigation against Seller contesting the right of Seller to exploit or transfer or license any of the foregoing.

Seller has taken reasonable security measures to protect the secrecy, confidentiality, and value of the Source Code and algorithms within Product Related Items. Any employee or other person who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed any of the Product Related Items or any part thereof, or who has knowledge of or access to information relating to it, has been put on notice that the Source Code and algorithms within Product Related Items are proprietary to Seller, has agreed in writing that the Source Code and algorithms within Product Related Items will not be divulged or used and, has assigned or licensed all of his or her rights relating to the Product Related Items to Seller.

There is no pending or threatened claim or assertion known to Seller that, if it were true, would be materially contrary to or inconsistent with anything in this Section 4.2(f) and Seller is not aware of any basis or alleged basis for any such claim or assertion.

g. *Restrictive Documents or Orders.* Seller is not a party to or bound under any agreement, contract, order, judgment or decree, or any similar restriction not of general application which materially adversely affects, or reasonably could be expected to materially adversely affect (i) the continued, development, distribution or other exploitation of the Product Related Items or any Intellectual Property related thereto by Buyer after the Time of Closing on substantially the same basis as said business was theretofore operated or (ii) the consummation of the transactions contemplated by this Agreement.

h. *Contracts and Commitments.* There are no material contracts, commitments, leases, permits, and other instruments (written or oral) binding upon Seller with respect to the Program Related Items or related Intellectual Property or Capital Items except the Contracts listed in Schedule 4.2(h). Seller shall deliver to Buyer true and complete copies of all items on such Schedule and any amendments thereto. All of such contracts, commitments, leases, permits and instruments are in full force and effect and are valid, binding and enforceable in accordance with their respective provisions, and Seller is not in material default nor has there occurred an event or condition which, with the passage of time or giving of notice

(or both), would constitute a material default with respect to the payment or performance of any obligation thereunder; and no claim of such a material default has been asserted and there is no basis or alleged basis upon which such a claim could be made. Seller has not received any notice or notices claiming any such material default or indicating the desire or intention of any other party thereto to amend, modify, rescind or terminate the same.

i. *Title to the Property.* Seller has good and marketable title to the Program Related Items, related Intellectual Property, Capital Items and Contracts free and clear of all easements, mortgages, pledges, liens, encumbrances, security interests, royalty or license obligations, equities, charges, clouds and restrictions of any nature whatsoever. By virtue of the deliveries made at the Time of Closing, Buyer will obtain good and marketable title (or, to the extent specifically licensed under this Agreement, license) to all the foregoing free and clear of all easements, mortgages, pledges, liens, encumbrances, security interests, royalty or license obligations, charges, equities, clouds and restrictions of any nature whatsoever.

j. *Litigation.* There is no claim, litigation, action, suit or proceeding, administrative or judicial, pending or, to the best of Seller's knowledge, threatened against Seller at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental or arbitral authority, including, without limitation, any unfair labor practice or grievance proceedings or otherwise, which could have a material adverse effect on (i) the continued conduct of activities by Buyer regarding the Products after the Closing on substantially the same basis as theretofore conducted by Seller, (ii) the consummation of the transactions contemplated by this Agreement, or (iii) any Product Related Item, related Intellectual Property, Capital Item or Contracts or any activity with respect thereto. To the best of Seller's knowledge, there is no basis or alleged basis upon which such claim, litigation, action, suit or proceeding could be brought or initiated.

k. *No Conflict or Default.* None of the execution and delivery of this Agreement, nor compliance with the terms and provisions hereof, including without limitation, the consummation of the transactions contemplated hereby, or Seller's activities relating to any Product Related Item, related Intellectual Property, Contract or Capital Item has violated or will violate any statute, regulation or ordinance of any governmental authority, or conflict with or result in the breach of any term, condition or provision of the Certificate of Incorporation or Bylaws of Seller or of any agreement, deed, contract, mortgage, indenture, writ, order, decree, legal obligation or instrument to which Seller is a party or by which it or any of the Product Related Items, related Intellectual Property, Capital Items or Contracts are or may be bound, or constitute a default (or an event which, with the lapse of time or the giving of notice, or both, would constitute a default) thereunder, or result in the creation or imposition of any lien, charge or encumbrance, or restriction of any nature whatsoever with respect to any Product Related Item, related Intellectual Property, Capital Item or Contracts, or give to others any interest or rights, including rights of termination, acceleration or cancellation in or with respect to any of the foregoing, which such violation, conflict, breach, default or lien, charge or encumbrance would have a material adverse effect.

l. *Third Party Consents.* No consent, approval, or authorization of any third party on the part of Seller is required in connection with the consummation of the transactions contemplated hereunder except for the Contracts requiring consent to assignment listed on Schedule 1.3 hereto.

m. *Labor Relations.*

(i) With respect to the Employees, Seller has not failed to comply in any respect with Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Occupational Safety and Health Act of 1970, as amended, all applicable federal, state and local laws, rules and regulations relating to employment, and all applicable laws, rules and regulations governing payment of minimum wages and overtime rates, and the withholding and payment of taxes from compensation of employees.

(ii) There are no labor controversies pending or threatened between Seller and any of the Employees or any labor union or other collective bargaining unit representing any of the Employees.

(iii) Schedule 4.2(m) discloses all compensation and employment related agreements or understandings between Employees and Seller and there has been no change with respect to such information since March 10, 1994.

n. *Pension, Profit Sharing, Etc.* The Seller's 401(k) Plan ("Plan") is the only "Employee Pension Benefit Plan" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") which is applicable to the Employees.

o. *Brokers' and Finders' Fees.* Seller is not obligated to pay any fees or expenses of any broker or finder in connection with the origin, negotiation or execution of this Agreement or in connection with any transactions contemplated hereby, except for the fee payable to Lazard Freres & Co., which will be paid in full by Seller.

p. *Product Warranties/Problems.* Seller has made available to Buyer copies of its warranty policy and all outstanding warranties or guarantees relating to any of the Product Related Items other than warranties or guarantees implied by law, and there are no additional liabilities pursuant to such warranties.

q. *Customers/Distributors.* Seller has provided Buyer with a list which includes all members of its distribution channels to which Seller has supplied Products. To Seller's knowledge, Schedule 4.2.q. discloses any material disputes with respect to distribution relationships and describes the status of the channel, sales and returns history and possible returns of the Products.

r. *Employees.* Schedule 4.2.r is a complete list of each of the Seller employees with responsibility for research and development, quality assurance, testing, maintenance or marketing of the Products (the "Employees") categorized by job responsibility.

s. *Complete Disclosure.* No representation or warranty by Seller in this Agreement, and no exhibit, schedule, statement, certificate or other writing furnished to Buyer pursuant to or in connection with this Agreement or in connection with the transactions contemplated thereby, contains or will contain any untrue statement of a material fact. Seller has provided Buyer with copies of all documents and records referenced in any schedule to this Agreement.

ARTICLE V COVENANTS

Section 5.1 Covenants Against Disclosure.

a. Except as may be required by law, Seller agrees not to (a) disclose to any person, association, firm, corporation or other entity (other than Buyer or those designated in writing by Buyer) in any manner, directly or indirectly, any Program Related Items which is transferred to Buyer pursuant to this Agreement, whether of a technical or commercial nature, or (b) use, or permit or assist, by acquiescence or otherwise, any person, association, firm, corporation or other entity (other than Buyer or those designated in writing by Buyer) to use, in any manner, directly or indirectly, any such information or data, except that Seller may use such information and data to the extent that Seller has rights therein as specifically provided herein and excepting disclosure of such data or information as is at the time generally known to the public and which did not become generally known through any breach of any provision of this Section 5.1 hereof by Seller. Buyer will be similarly obligated with respect to Restricted Licensed Software, Licensed Tools, as well as Licensed Software which Seller is obligated to maintain the confidentiality thereof. The parties acknowledge that Seller expects to file this Agreement with the Securities and Exchange Commission ("SEC"). Seller agrees to request confidential treatment for such period of time and for such items as shall reasonably be requested by Buyer, including without limitation the names of the Employees. Before filing such request for confidential treatment with the SEC, Seller shall provide Buyer with adequate time to review such request, and Seller shall make all changes to such request for confidential treatment that are reasonably requested by Buyer.

b. The parties agree to maintain the confidentiality of the terms and conditions of this Agreement except to WordPerfect, as required by law or with respect to any information for which confidential treatment is not obtained. However, the parties agree to issue mutually agreeable press releases upon the execution hereof.

Each party will review and agree to the text and timing of any other public announcement related to this Agreement or the transactions contemplated hereby prior to the release thereof.

Section 5.2 Documents and Records. In the event of termination of this Agreement prior to the Time of Closing: (i) Seller and its representatives and Buyer and their representatives will each return to the other all documents, work papers and other material (including all copies made thereof) obtained from the other at any time in connection with the transactions contemplated hereby and will use reasonable efforts to keep confidential any such information so obtained unless such information is ascertainable from published information or available from another source, and (ii) Seller and Buyer shall cooperate to facilitate the prompt relocation of any Employees located at Buyer's facilities to Seller's facilities.

Section 5.3 Post-Closing Access By Seller to Information. With respect to the books and records of Seller relating to the exploitation of Product Related Items or related Intellectual Properties prior to the Time of Closing, where there is a legitimate purpose not injurious to Buyer, including, without limitation, an audit of Seller by the Internal Revenue Service or any other taxing authority, Buyer shall allow Seller or its representatives appropriate access to such books and records during regular business hours, upon reasonable notice and subject to reasonable confidentiality restrictions.

Section 5.4 Injunctive Relief. Seller and Buyer acknowledge and agree that their respective remedies at law for any breach of their respective obligations under this Article V hereof would be inadequate to compensate them for the irreparable harm they would suffer, and agree and consent that temporary and permanent injunctive relief may be granted in a proceeding which may be brought to enforce any provision of this Article V without the necessity of proof of actual damage.

Section 5.5 Employment by Buyer/Employee and Facility Transition.

5.5.1. Buyer may offer employment to Employees under such terms and conditions as Buyer shall determine; Seller will use best efforts to assist Buyer in this regard and to facilitate an orderly and successful transition. Buyer will offer employment to all Employees subject to Closing, provided that it shall not be obligated to make more than 100 offers. Buyer shall not assume any obligation of Seller with respect to liabilities relating to such Employees, including without limitation, obligations for accrued vacation time, severance arrangements, workers' compensation or any liability for any insurance, medical or other welfare benefits, other than under Buyer's plans. All welfare benefit claims for treatment or services rendered prior to midnight on the day of the Closing shall be the responsibility of Seller.

5.5.2. Although Employees may be located at Buyer's facilities, such Employees shall continue to be employees of Seller through the Time of Closing.

5.5.3. Seller agrees not to solicit the employment of any Employee hired by Buyer (or any Employee within three months of the date of Closing) for three years following the Time of Closing; provided however, that it is expressly acknowledged that this covenant shall not restrict Seller from hiring any employee who seeks employment with Seller without having been solicited.

5.5.4. Each of the parties agrees to use all reasonable efforts to support the transition of the Product Items, related Intellectual Property, Capital Items and Contracts to Buyer, including without limitation, cooperation between sales and field service personnel to help assure an orderly transition of customer accounts and minimizing the return of inventory currently in the distribution channels. Seller agrees that Employees hired by Buyer and the Capital Items may remain at their current locations at Seller's facilities and use the infrastructure currently used by them until at least release of Quattro Pro 6.0 and Quattro Pro 6.0 for Windows and that Seller will arrange for reasonable security and segregation of such facilities and infrastructure. Thereafter the parties will work together towards an orderly transition. If requested by Buyer, as part of such transition, Seller also will sublet to Buyer sufficient facilities at one of Seller's Scott's Valley facilities for the Employees to continue working in Scott's Valley for a transition period of at least 12 months. The final terms with respect to the arrangements described in the immediately preceding two sentences remain to be negotiated, but they will be reasonable and determined in good faith and are intended to involve a fair market value rent and normal commercial terms. Capital Items and Inventory will be physically delivered promptly to Buyer at such facility or such other locations as Buyer may specify.

Section 5.6 Paradox License. Effective automatically upon the Closing, Buyer will have and Seller hereby grants a non-exclusive fully paid, world-wide license (the "Paradox License") to reproduce and distribute (directly or indirectly) Seller's Paradox relational database products (including all current and future versions, updates and modifications thereof and documentation therefor regardless of platform) and the end-user documentation and packaging therefor, provided that such license may only be used to produce no more than one million copies, which copies may only be distributed when bundled as part of a "suite" of products including at least the standard WordPerfect word processing and Quattro Pro product and which copies must be sold, if at all, within three years of the Time of Closing. So long as Buyer is not developing a standalone, relational database product which is reasonably competitive to Paradox, Seller will keep Buyer informed of the status of Paradox products. Seller will provide Buyer with the production-ready masters for all items it is entitled to reproduce as provided above as far before release as reasonably possible and, in any event, within 30 days. Buyer will be entitled to support documentation and shall be entitled to provide support to its customers in perpetuity. Such customers will also be entitled to participate in Seller's warranty, support and maintenance programs on the same terms as other Paradox customers and Buyer will provide Seller with the names and addresses of its registered Paradox suite customers. The license granted herein shall terminate in the event that Buyer distributes a primarily French, Italian, German, Spanish, Japanese or English language suite product with word processing and spreadsheet products with a standalone, relational database product other than Paradox for a platform for which a then up-to-date Paradox version for such language was available at the time Buyer introduced such suite, subject to a 60 day cure period if such suite was only introduced outside the United States.

Section 5.7 Post-Closing Covenants.

5.7.1. Given Seller's longstanding presence in the spreadsheet market throughout California, the United States and the world, the following is deemed critical to Buyer's decision to proceed with this transaction. Commencing on the date of Closing and continuing for a period of three (3) years thereafter (the "Effective Period"), Seller shall not market or distribute or promote (i) a non-Buyer product of any type which is reasonably competitive with products that provide functionality or features similar to the Products, 1-2-3 or Excel or encourage or support anyone else in doing so, whether on its own account or as a licensor, transferor, contractor, funding source, stockholder, partner, joint venture, and/or agent, of any person, firm, corporation or other entity, in any of the counties of California or anywhere in the remainder of the United States or the world. However, if Seller is acquired (whether by statutory merger or purchase of substantially all stock) by a third party unrelated to Seller, the provisions of this Section 5.7.1 will expire one year after the consummation of such acquisition or, if earlier, on the third anniversary of the Effective Date. The provisions of this Section will not apply to the acquiror by virtue of acquisition of Seller as a subsidiary.

5.7.2. Without limitation, the parties agree and intend that the covenants contained in this Section 5.7 shall be deemed to be a series of separate covenants and agreements, one for each and every county of each state and each political subdivision of the United States and each other nation in the world. If, in any judicial proceeding, a court shall refuse to enforce in such action any or all of the separate covenants deemed included herein, then at the option of the Buyer, unenforceable covenants shall be deemed modified or eliminated from the provisions hereof for the purpose of such proceeding to the minimum extent necessary to permit the remaining separate covenants to be enforced in such a proceeding to the maximum possible extent.

5.7.3. Each party agrees that it will not at any time during the Effective Period disrupt, damage, impair or interfere with the business of the other, whether through negative statements; interfering with relationships with employees, customers, potential customers, agents, representatives or vendors; or otherwise; provided that this sentence will not prevent normal, reasonable, fair and customary methods of competition in product areas outside the scope of the areas referred to in Section 5.7.1.

Section 5.8 Technology Transfer. In addition to delivery of all tangible manifestations of the items transferred or licensed hereunder, Seller agrees to provide reasonable assistance to Buyer during the six month period following the Closing to assist Buyer's understanding of and facility with such items.

Section 5.9 Closing Conditions. Each party agrees to use best efforts to satisfy the conditions to the other party's obligations at Closing and, provided that the conditions to such party's obligations at the Time of

Closing are satisfied, to consummate the transaction contemplated hereby. Buyer shall take all appropriate actions as are required to close the merger with WordPerfect as quickly as reasonably possible and shall not willfully prevent the satisfaction of the closing conditions thereto, including but not limited to any product or Company acquisition which might reasonably be expected to adversely impact clearance under the HSR Act.

Section 5.10 HSR Filing. Each party agrees to make the required filing pursuant to the HSR Act within 10 days of the date of this Agreement. The parties will equally split the filing fee payable in connection therewith.

Section 5.11 Customer Support. Buyer will use reasonable efforts to make support available to customers who purchased Products before Closing.

Section 5.12 Maintenance. From March 10, 1994 through the Time of Closing, Seller shall conduct its business related to Product Related Items in a commercially reasonable manner (subject to the limitations set forth in this Agreement) and use reasonable efforts to preserve intact the organization and value of such business and the good will of its customers, suppliers and others having business relations with it.

Section 5.13 Patent Enforcement. None of Seller's patents have been or will be transferred hereunder and Seller will retain enforcement rights. If Buyer becomes aware of any product or activity of any unauthorized third party that involves infringement of any patent licensed hereunder, then Buyer may notify Seller in writing of such infringement. Seller may in its discretion take or not take whatever action it believes is appropriate; if Seller elects to take action, Buyer will fully cooperate therewith at Seller's expense, which may include joinder as a party, if necessary.

If Seller does not, within 90 days after receipt of such a notice of a patent infringement, commence action directed towards restraining or enjoining such patent infringement (or if it abandons such action), Buyer may take such legally permissible action as it deems necessary or appropriate to enforce Seller's patent rights and restrain such infringement. Seller agrees to cooperate reasonably in any such action initiated by Buyer including supplying essential documentary evidence and making essential witnesses then in Seller's employment available. As part of such cooperation, Buyer may join Seller as a party, if the need arises, although such joinder shall be entirely at Buyer's expense. Notwithstanding the foregoing Buyer will not take action against Lotus Development Corporation under this Section.

If Seller prosecutes any such an action under this section, all legal expense (including court costs and attorneys' fees) shall be for Seller's account and it shall be entitled to all amounts awarded by way of judgment, settlement or compromise. Similarly, if Buyer prosecutes such an action, all legal expenses (including court costs and attorneys' fees) shall be for Buyer's account and it shall be entitled to all amounts awarded by way of judgment, settlement, or compromise.

This Section 5.13 shall have no effect after the fifth anniversary of the Closing.

Section 5.14 Delivery of Schedules. Seller will deliver to Buyer all schedules referred to in this Agreement (the "Schedules") to the extent not attached hereto at the date of this Agreement, by April 1, 1994. The Schedules are not exhibits to this Agreement.

Section 5.15 Borland Office Packaging. Borland Office packaging will not be changed prior to the Closing unless the parties otherwise agree.

ARTICLE VI CLOSING

Section 6.1 Time of Closing. The transactions contemplated by this Agreement shall be completed at a mutually agreeable time not later than 5 days after the waiting period under the HSR Act has been terminated or expired (the "Time of Closing"), currently anticipated to be approximately April 25, 1994. The Closing shall take place at the offices of Brobeck, Phleger & Harrison, Palo Alto, California or at such other place or date as may be agreed upon from time to time in writing by Buyer and Seller. The "Closing" shall mean the deliveries to be made by Buyer and Seller at the Time of Closing in accordance with this Agreement.

Section 6.2 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer, all duly and properly executed, the following:

a. A good and sufficient Bill of Sale, which shall be in form and substance satisfactory to Buyer, selling, delivering, transferring and assigning to Buyer all right, title and interest to the Purchased Assets, Intellectual Property therein or for the use thereof, and material Capital Items free and clear of all mortgages, pledges, liens, encumbrances, royalties and licenses, security interests, equities, charges, and restrictions of any nature whatsoever, except as otherwise provided herein.

b. Good and sufficient assignments of the Contracts to be assigned in accordance with this Agreement, which shall be in form and substance satisfactory to Buyer and shall include, subject to Section 1.3 hereof, the written consents of all parties necessary in order to transfer all of Seller's rights thereunder to Buyer.

c. The certificate described in Section 7.1.d.

d. Such other separate instruments of sale, assignment or transfer that are reasonably necessary or appropriate in order to perfect, confirm or evidence in Buyer's title or licenses to all or any part of the Product Related Items, related Intellectual Property, Capital Items and Inventory.

Section 6.3 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

a. The Cash Payment will be subject to a holdback of \$10,000,000 (the "Holdback"). The Holdback will be paid out at six months after the Closing, provided that Buyer may apply the Holdback toward any Damages for which it is entitled to indemnity under Article VIII and that the Holdback will not be paid out to Seller to the extent the amount of the Holdback that would remain after payout would be less than the Damages for which Buyer believes it is or may become entitled to indemnity under Article VIII pursuant to an Identifiable Claim. Any disputes regarding the Holdback will be resolved by AAA arbitration.

c. The certificate described in Section 7.2.c.

Section 6.4 Further Assurances. At or after the Time of Closing, Seller shall prepare, execute and deliver, at Seller's expense, such further instruments of conveyance, sale, assignment or transfer, and at Buyer's expense shall take or cause to be taken such other or further action, as Buyer shall reasonably request at any time or from time to time in order to perfect, confirm or evidence in Buyer title and rights to all or any part of the subject matter of this Agreement or to consummate, in any other manner, the terms and provisions of this Agreement.

ARTICLE VII CONDITIONS PRECEDENT TO OBLIGATIONS

Section 7.1 Conditions to Obligations of Buyer. Each and every obligation of Buyer to be performed at or after the Closing shall be subject to the satisfaction as of or before the Time of Closing of the following conditions (unless waived in writing by Buyer):

a. *Representations and Warranties.* Seller's material representations and warranties set forth in Section 4.2 and elsewhere in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Time of Closing as if such representations and warranties were made as of such date and time.

b. *Performance of Agreement.* All material covenants, conditions and other obligations under this Agreement which are to be performed or complied with by Seller shall have been performed and complied with by Seller in all material respects prior to the Time of Closing.

c. *Absence of Governmental or Other Objection.* There shall be no pending or threatened lawsuit challenging the transaction by any body or agency of the federal, state or local government or and the consummation of the transaction shall not have been enjoined by a court of competent jurisdiction as of the Time of Closing; without limiting the generality of the foregoing, this condition requires that any

applicable waiting period or extension thereof under the HSR Act expired or terminated without the United States Department of Justice or the United States Federal Trade Commission seeking to enjoin the transactions contemplated by this Agreement.

d. *Certificate of President.* Seller shall have delivered to Buyer a certificate executed by its President or any Vice President, dated the date of the Closing, to the effect that the conditions set forth in subsections (a)-(b) of this Section 7.1, have been satisfied.

e. *Approval of Documentation.* The form and substance of all certificates, instruments, opinions and other documents delivered or to be delivered to Buyer under this Agreement shall be reasonably satisfactory to Buyer and its counsel in all reasonable respects.

f. *Merger of Buyer.* Buyer or its wholly-owned subsidiary shall have been merged with WordPerfect Corporation (the "Acquisition"). Buyer agrees (and has been informed that WordPerfect has agreed) not to acquire a third party during the pendency of such merger that would be likely to significantly adversely affect the HSR Act waiting period expiration or termination.

g. *Absence of Material Adverse Condition.* The Schedules shall not contain disclosures or information that Buyer reasonably believes in the aggregate materially reduce the value to Buyer of the transactions contemplated by this Agreement, taken as a whole; provided, however, that this condition shall be deemed waived unless Buyer notifies Seller of failure of this condition within five business days after all the Schedules have been delivered to Buyer and Buyer has received a separate written notification from Seller that the five day period has commenced. If Buyer provides Seller such notice of failure of this condition, this Agreement will terminate five days thereafter except as the parties otherwise agree in writing.

Section 7.2 Conditions to Obligations to Seller. Each and every obligation of Seller to be performed at the Time of Closing shall be subject to the satisfaction as of or before such time of the following conditions (unless waived in writing by Seller):

a. *Representations and Warranties.* Buyer's material representations and warranties set forth in Section 4.1 and elsewhere in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Time of Closing as if such representations and warranties were made as of such time and date.

b. *Performance of Agreement.* All material covenants, conditions and other obligations under this Agreement which are to be performed or complied with by Buyer shall have been fully performed and complied with in all material respects at or prior to the Time of Closing.

c. *Certificates.* Buyer shall each have delivered to Seller at the Closing a certificate, dated the date of the Closing, executed by its President, to the effect that the conditions set forth in subsections (a) and (b) of this Section 7.2 have been satisfied.

d. *Approval of Documentation.* The form and substance of all certificates, instruments, opinions and other documents delivered or to be delivered to Seller under this Agreement shall be satisfactory to Seller and Seller's general counsel in all reasonable respects.

e. *Absence of Governmental or Other Objection.* There shall be no pending or threatened lawsuit challenging the transaction by any body or agency of the federal, state or local government or and the consummation of the transaction shall not have been enjoined by a court of competent jurisdiction as of the Time of Closing; without limiting the generality of the foregoing, this condition requires that any applicable waiting period or extension thereof under HSR Act expired or terminated without the United States Department of Justice or the United States Federal Trade Commission seeking to enjoin the transactions contemplated by this Agreement;

Section 7.3. Certain Consequences of Failure to Close.

In the event that the Closing shall not occur due to a termination of the Merger Agreement as a result of (i) the failure of the HSR Act waiting period to expire without the commencement of governmental action or

threat thereof; or (ii) the failure of the S-4 Registration Statement relating to the Merger to be declared effective by the SEC despite Buyer's good faith efforts to obtain such effectiveness as contemplated by the Merger Agreement, then immediately following such termination, Buyer shall be obligated to make a loan to Seller in the amount of \$50 Million, which loan (i) shall be a full recourse obligation of Seller, (ii) shall be secured by a first deed of trust on Seller's corporate campus located in Scotts Valley and (iii) shall be subject to market terms and conditions in all respects. The maturity date of such loan shall be for 42 months following the advance of funds.

In the event that the Acquisition shall not close due to the termination of the Merger Agreement as a result of a failure of a condition precedent in the Merger Agreement other than that described in the preceding paragraph, then Buyer shall, in addition to providing such loan described above, pay as a breakup fee \$10 Million in cash to Seller within ten days after such termination of the Merger Agreement.

The foregoing obligations of Buyer shall constitute the exclusive remedy for a failure to close the Acquisition due to a termination of the Merger Agreement. Except for the foregoing, such remedies shall not constitute a liquidated damage or exclusive remedy.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Survival of Representations, Warranties and Agreements.

a. Notwithstanding any investigation conducted at any time with regard thereto by or on behalf of either party, all representations, warranties, covenants and agreements of each party in this Agreement shall survive the execution, delivery and performance of this Agreement. All representations and warranties of each party set forth in this Agreement shall be deemed to have been made again by such party at and as of the Time of Closing. The obligation of indemnity provided herein with respect to all representations and warranties set forth in Section 4 shall terminate three years after the Closing.

b. As used in this Article, any reference to a representation, warranty or covenant contained in any Section of this Agreement shall include the Schedule relating to such Section.

Section 8.2 Indemnification.

a. Buyer hereby agrees to indemnify and hold harmless Seller and WordPerfect from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by Seller, directly or indirectly, as a result of or arising from any material inaccuracy in or material breach or nonfulfillment of any of the material representations, warranties, covenants or agreements made by Buyer in this Agreement ("Identifiable Claims" of Seller).

b. Seller hereby agrees to indemnify and hold harmless Buyer against any and all Damages asserted against, resulting to, imposed upon, or incurred or suffered by Buyer, directly or indirectly, as a result of or arising from any of the following ("Identifiable Claims" of Buyer):

(i) Any material inaccuracy in or material breach or nonfulfillment of any of the material representations, warranties, covenants or agreements made by Seller in this Agreement or any facts or circumstances constituting such an inaccuracy, breach or nonfulfillment; or

(ii) Any liability of Seller imposed upon Buyer other than in respect of those liabilities expressly assumed by Buyer pursuant to Section 2.1 hereof, including, without limitation, any liability arising out of obligations to the Employees or out of Seller's status as employer of the Employees or any liability resulting from the Buyer's failure to comply with the "bulk sale" provisions of the California Commercial Code in connection the transaction contemplated herein.

c. Notwithstanding the foregoing, (i) neither party will be entitled to recover on the foregoing indemnity until all of its Identifiable Claims exceed \$1,000,000; and (ii) the maximum amount of any recovery hereunder of Buyer shall be the Holdback as set forth in Section 6.3 hereof.

Section 8.3 Procedure for Indemnification with Respect to ThirdParty Claims.

a. If Buyer or Seller determines to seek indemnification under this Article VIII with respect to its Identifiable Claims (the party seeking such indemnification hereinafter referred to as the "Indemnified Party" and the party against whom such indemnification is sought is hereinafter referred to as the "Indemnifying Party") resulting from the assertion of liability by third parties, the Indemnified Party shall give notice to the Indemnifying Party as soon as reasonably possible, but in any event within 60 days of the Indemnified Party becoming aware of any such Identifiable Claim or of facts upon which any such Identifiable Claim will be based; the notice shall set forth such material information with respect thereto as is then reasonably available to the Indemnified Party. In case any such liability is asserted against the Indemnified Party, and the Indemnified Party notifies the Indemnifying Party thereof, the Indemnifying Party will be entitled, if it so elects by written notice delivered to the Indemnified Party within 20 days after receiving the Indemnified Party's notice, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, (i) the Indemnified Party shall also have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the Indemnifying Party does not assume control or the Indemnified Party shall reasonably determine that there is a conflict of interest between Buyer and Seller with respect to such Identifiable Claim, in which case the fees and expenses of such counsel will be borne by the Indemnifying Party, and (ii) the rights of the Indemnified Party to be indemnified hereunder in respect of Identifiable Claims resulting from the assertion of liability by third parties shall not be adversely affected by its failure to give notice pursuant to the foregoing unless, and, if so, only to the extent that, the Indemnifying Party is materially prejudiced thereby. With respect to any assertion of liability by a third party that results in an Identifiable Claim, the parties hereto shall make available to each other all relevant information in their possession material to any such assertion.

b. In the event that the Indemnifying Party, within 20 days after receipt of the aforesaid notice of an Identifiable Claim, fails to assume the defense of the Indemnified Party against such Identifiable Claim, the Indemnified Party shall have the right to undertake the defense, compromise or settlement of such action on behalf of and for the account and risk of the Indemnifying Party.

c. Notwithstanding anything in this Section to the contrary, if there is a reasonable probability that an Identifiable Claim may materially and adversely affect the Indemnified Party, other than as a result of money damages or other money payments, the Indemnified Party shall have the right to participate in such defense, compromise or settlement and the Indemnifying Party shall not, without the Indemnified Party's written consent (which consent shall not be unreasonably withheld), settle or compromise any Identifiable Claim or consent to entry of any judgment in respect thereof unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release from all liability in respect of such Identifiable Claim.

Section 8.4 Procedure For Indemnification with Respect to NonThird Party Claims. In the event that the Indemnified Party asserts the existence of a claim giving rise to Damages (but excluding claims resulting from the assertion of liability by third parties), it shall give written notice to the Indemnifying Party. Such written notice shall state that it is being given pursuant to this Section 8.4, specify the nature and amount of the claim asserted and indicate the date on which such assertion shall be deemed accepted and the amount of the claim deemed a valid claim (such date to be established in accordance with the next sentence). If the Indemnifying Party, within 60 days after the mailing of notice by the Indemnified Party, shall not give written notice to the Indemnified Party announcing its intent to contest such assertion of the Indemnified Party, such assertion shall be deemed accepted and the amount of claim shall be deemed a valid claim. In the event, however, that the Indemnifying Party contests the assertion of a claim by giving such written notice to the Indemnified Party within said period, then the parties shall act in good faith to reach agreement regarding such claim. In the event that litigation shall arise with respect to any such claim, the prevailing party shall be entitled to reimbursement of costs and expenses incurred in connection with such litigation including attorney

fees, if the parties hereto, acting in good faith, cannot reach agreement with respect to such claim within ten days after such notice.

ARTICLE IX TERMINATION

Section 9.1 Termination by any Party. This Agreement may be terminated and canceled at any time prior to the Time of Closing by either Buyer or Seller upon 30 days written notice to the other if there remains uncured at the end of such notice period: (i) any of the material representations or warranties of the other party or parties, as the case may be, contained herein or in any Schedule attached hereto shall prove to be inaccurate or untrue in any material respect; or (ii) any material obligation, term or condition to be performed, kept or observed by such other party, as the case may be, hereunder has not been performed, kept or observed in any material respect at or prior to the time specified in this Agreement or (iii) if the Closing does not take place by July 31, 1994.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Allocation of Purchase Price. All parties hereto agree to allocate the Purchase Price in a manner consistent with the allocation set forth on Schedule 10.1 hereto and to prepare all financial reports, and file all income and other tax returns and information reports, in a manner consistent with such allocation.

Section 10.2 Notice. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail bearing the address shown in this Agreement for, or such other address as may be designated in writing hereafter by, such party:

If to Seller:	Borland International, Inc. 100 Borland Way Scotts Valley, CA 94066-3249 Attn: Robert H. Kohn
with a copy to:	Baker & McKenzie 660 Hansen Way Palo Alto, CA 94304 Attn: Peter M. Astiz
If to Buyer:	Novell, Inc. 122 East 1700 South Provo, UT 84606 Attn: David R. Bradford
with a copy to:	Wilson, Sonsini, Goodrich & Rosati 2 Palo Alto Square Palo Alto, CA 94306 Attn: Tor R. Braham

Section 10.3 Entire Agreement. This Agreement, the exhibits and schedules hereto, and the documents referred to herein embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

Section 10.4 Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Seller, its successors and permitted assigns, and Buyer and their successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by either of the parties hereto without the prior written consent of the other party, except that Buyer may assign this

Agreement and its rights hereunder and delegate its obligations hereunder to any acquiror of substantially all its assets, business or stock.

Section 10.5 Captions. The Article and Section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provision hereof.

Section 10.6 Expenses of Transaction; Taxes. Seller and Buyer shall each pay their own respective costs and expenses incurred in connection with this Agreement, and the transactions contemplated hereby. Without limiting the generality of the foregoing, all fees of or any other broker or finder engaged by either Seller for services rendered in connection with the transactions contemplated by this Agreement shall be paid in full by Seller and Buyer shall have no liability therefor. Buyer and Seller will equally pay all applicable sales, use, transfer and documentary taxes arising out of the transactions contemplated by this Agreement. The parties agree to cooperate to minimize the taxes arising from the transactions contemplated by this Agreement, including where practical, but not limited to, the electronic transmission of Product Related Items so as to limit the application of sales and use taxes.

Section 10.7 Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto. Except to the extent that a party hereto may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or breach by the other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by the other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach.

Section 10.8 No Third-Party Beneficiaries. Except as otherwise expressly provided for in this Agreement, nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement.

Section 10.9 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 10.10 Gender. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

Section 10.11 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be modified or excluded from this Agreement to the minimum extent necessary so that the balance of the Agreement shall remain in full force and effect and enforceable. The parties also agree to use best efforts to amend the Agreement so that its effect remains as close as possible to the original intent of the parties.

Section 10.12 Remedies of Buyer. Seller agree that the items to be transferred or licensed hereunder are unique and not otherwise readily available to Buyer and that Seller's breach would, therefore, cause Buyer irreparable harm for which damages are not an adequate remedy. Accordingly, Seller acknowledges that, in addition to all other remedies to which Buyer is entitled, Buyer shall have the right to enforce the terms of this Agreement by a decree of specific performance, provided Buyer is not in material default hereunder.

Section 10.13 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of California, as applied to contracts entered into and to be performed solely within the state, solely between residents of the state. The jurisdiction and venue of disputes regarding

this Agreement shall be in the California State and U.S. Federal Courts having jurisdiction in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER

BUYER

By: /s/ ROBERT H. KOHN

By: /s/ MARY M. BURNSIDE

Title: Vice President and Secretary

Title: Executive Vice President and
Chief Operating Officer

EXHIBIT 23.1

CONSENT OF ERNST & YOUNG, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in this Registration Statement (Form S-4) and related Prospectus of Novell, Inc. for the registration of 51,380,000 shares of its common stock and to the incorporation by reference therein of our reports dated December 7, 1993, with respect to the consolidated financial statements of Novell, Inc. incorporated by reference in its Annual Report (Form 10-K) for the fiscal year ended October 30, 1993 and the related financial statement schedules included therein, filed with the Securities and Exchange Commission.

ERNST & YOUNG

San Jose, California
April 20, 1994

EXHIBIT 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in the Prospectus constituting part of this Registration Statement on Form S-4 of Novell, Inc. of our report dated March 22, 1994 relating to the financial statements of WordPerfect Corporation which appears in such Prospectus. We also consent to the reference to us under the heading "Experts" in such Prospectus.

PRICE WATERHOUSE
Salt Lake City, Utah
April 20, 1994

EXHIBIT 99.1

Proxy

**WordPerfect Corporation
1555 North Technology Way
Orem Utah 84057**

This Proxy is Solicited on Behalf of the Board of Directors

The undersigned hereby constitutes and appoints R. Duff Thompson, his or her true and lawful agent and proxy with full power of substitution, to represent the undersigned at the Special Meeting of Shareholders of WordPerfect Corporation to be held at its corporate headquarters at 1555 North Technology Way, Orem, Utah 84057 on _____, 1994, at 9:00 a.m. Local Time and at any adjournments thereof, to vote as designated.

THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER. IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR THE APPROVAL AND ADOPTION OF THE AGREEMENT AND PLAN OF REORGANIZATION DATED AS OF MARCH 21, 1994.

PLEASE MARK, SIGN, DATE AND RETURN THE PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

(Continued on reverse side)

- 1. Approve and adopt the Agreement and Plan of Reorganization dated as of March 21, 1994 by and among Novell, Inc., Novell Acquisition Corp., WordPerfect Corporation, Alan C. Ashton, Bruce W. Bastian and Melanie L. Bastian.

Vote FOR Vote AGAINST ABSTAIN

Dated: _____, 1994

Signature of Shareholder(s)

Signature of Shareholder(s)

Please sign exactly as name appears hereon. When shares are held by joint tenants, both should sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.