



Memorandum

To: Bob Frankenberg

From: David R. Bradford

Date: April 27, 1995

Subject: Board Meeting

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Bob:

Here are the materials I have prepared and sent out for Monday's Board Meeting. With your travel, I have tried not to bother you with the detail stuff. Nevertheless, I want you to be prepared. I am also attaching a copy of a letter I received from Jack Messman. I thought you should be aware of his desire to have your recommendation at the Board Meeting.

To me it boils down to this - any cash judgement we might receive several years down the road, isn't nearly as important as protecting our markets today. By the time the litigation is over, Microsoft could have locked us out of everything. Therefore, I think we should use the filing of the suits to assure leverage in a negotiation with Microsoft. I would like to see Novell get:

- Microsoft's agreement to embed the Novell developed NetWare client in WIN 95 and Windows NT.
- A proper license granted to Microsoft for Novell's NCP Client Technology (so they can be assured that they have the latest NetWare client technology in the event we fail to provide a good NetWare client).
- An agreement by Microsoft to pay Novell a royalty to the extent it uses NCP server technology.
- Termination of the \$15 per UNIX royalty.
- A broad-based Patent Cross-License.

David R. Bradford

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- An agreement that the provisions of the Consent Decree will apply to all Operating Systems commercially offered by Microsoft.
- An agreement to refrain from any inappropriate preannouncements (details to be included).
- Microsoft agrees to refrain from licensing any operating system unless its interfaces (application programming interfaces (APIs), service providers' interfaces, binary interfaces, etc.), calls, hooks, are made available to any other software development company at the same time and at the same level of specificity as is made available to developers of applications programs and related software of Microsoft. Likewise, if Microsoft applications programs interfaces, calls, functions, features, documentation and code provided to developers of Microsoft operating systems, they should be made available to any other software development company at the same time and at the same level of specificity.
- There are probably some other things you would like to add. But I believe we can only bring Microsoft legitimately to the bargaining table if they are under threat of legal action. I wish it were different but experience has proven how slippery they can be.