

# **Exhibit 18**

MICROSOFT CORPORATION NON-DISCLOSURE AGREEMENT  
(PRE-RELEASE PRODUCT)

IMPORTANT: PLEASE COMPLETE THIS FORM AND RETURN IT TO MICROSOFT AT THE ADDRESS BELOW:

Upon receipt by Microsoft Corporation ("Microsoft") of this Agreement, signed and completed by the individual or organization indicated below ("COMPANY"), Microsoft may elect, at Microsoft's sole discretion, to provide COMPANY with a pre-release copy of the product(s) indicated below consisting of software, documentation, specifications, and information pertaining to the product, and any software, specifications and information disclosed to COMPANY through the COMPANY employees identified in Exhibit A hereto, at the "Microsoft Win32 Developers' Conference" on December 13-17, 1993 (collectively the "PRODUCT"). Microsoft may, in its sole discretion, provide future versions, or information on future versions, of the PRODUCT to COMPANY hereunder, in which case such future versions shall also be "PRODUCT".

PRODUCT NAME: Chicago  
 PRODUCT DESCRIPTION: Operating System and pre-release development kit  
 VERSION: PDK Prerelease

1. **GRANT OF LICENSE.** Microsoft grants COMPANY the right to use the PRODUCT only for the purpose of developing COMPANY's redirectors, transports, NetWare directory services and printing, object support, remote and local access services, network management, database, development tools and video/multimedia support to run on, connect to or interoperate with the PRODUCT, testing such COMPANY products with the PRODUCT, and for evaluating the PRODUCT for the sole purpose of providing feedback to Microsoft. COMPANY shall provide a bi-weekly status report to Microsoft detailing COMPANY's evaluation and testing of the PRODUCT. All such feedback shall be owned by Microsoft and subject to the terms of confidentiality of Section 4. Microsoft grants COMPANY the non-transferable right to make and use the number of copies as described in Section 3 of the PRODUCT software, provided that each such copy is used only for the purposes stated above and used only by the authorized individuals listed in Section 4. COMPANY may not rent, lease, sell, sublicense, assign, or otherwise transfer this PRODUCT. COMPANY may not reverse engineer, decompile, or disassemble the PRODUCT software. COMPANY must cease use of the PRODUCT upon the earlier of either Microsoft's public release of the commercial version of the PRODUCT, or upon request by Microsoft.

2. **PRE-RELEASE CODE.** This PRODUCT consists of pre-release code, documentation and specifications and is not at the level of performance and compatibility of the final, generally available product offering. The PRODUCT may not operate correctly and may be substantially modified prior to first commercial shipment. COMPANY assumes the entire risk with respect to the use of the PRODUCT.

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express written permission, or use for any other purpose than as provided in this Agreement. The names and product development areas of the attendees Novell may send to the Microsoft Win32 Developer's Conference are identified in Exhibit A hereto. Until the PRODUCT software is commercially released by Microsoft, Novell agrees that the PRODUCT will not be made available, nor will Novell assign any of the individuals identified in Exhibit A, to the development teams of any directly competing operating system product, including Personal NetWare, Novell DOS Development (DR-DOS), UNIXware, WABI or other clones of Windows, or any teams that are developing successor operating systems to the foregoing, without the prior written consent of Microsoft. Novell acknowledges that the unauthorized use or disclosure of the PRODUCT may cause irreparable harm to Microsoft. COMPANY agrees to promptly report any unauthorized use or disclosure to Microsoft. The terms of confidentiality shall not apply to any information that is (i) already in the possession of COMPANY without a breach of an obligation of confidentiality owed to Microsoft, (ii) independently developed by COMPANY without breach of this Agreement; or (iii) rightfully received by COMPANY from a third party without breach of an obligation of confidentiality owed to Microsoft.

5. The terms of confidentiality under this Agreement shall not be construed to limit COMPANY's right to independently develop products without use of the Confidential Information. Further, COMPANY shall be free to use for any purpose the residuals resulting from work with the Confidential Information, provided that COMPANY shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. COMPANY shall have no obligation to pay royalties for any works resulting from the use of residuals. However, the foregoing shall not be deemed to grant to COMPANY a license under Microsoft's copyrights or patents.

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If COMPANY acquired this product in the United States, this Agreement is governed by the laws of the State of Washington. If COMPANY acquired this product outside the United States, local law may apply.

COMPANY hereby agrees to the foregoing terms.

Microsoft Corporation  
Attn: \_\_\_\_\_  
One Microsoft Way  
Redmond, WA 98052-6399

Richard W. King  
 Recipient (Print Name)  
Richard W. King  
 Signature

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Name Printed (if different from Recipient)  
NOVELL, INC

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Company Name (print)  
122 E 1700 S

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Address  
PROVO UT 84606

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City, State, Zip  
801 429-7799

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Phone Number  
12-10-93

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Date

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