



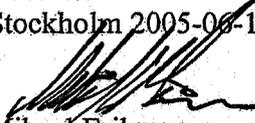
Stadsledningskontoret
Utvecklingsavdelningen
Handläggare: Agneta Steinbeck
Tel: 508 29 504

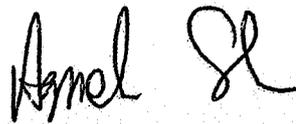
Förhandlingsprotokoll

Nätoperativlicenser
Novell Svenska AB

2005-06-15
Dnr:035-2521/2005

Justeras:
Stockholm 2005-06-15


Mikael Eriksson
Novell Svenska AB


Agneta Steinbeck
Utvecklingsavdelningen, SLK

Närvarande		
Agneta Steinbeck	SLK, Utvecklingsavdelningen	§§ 1-8
Thomas Brånfelt	SLK, Utvecklingsavdelningen	§§ 1-8
Mikael Eriksson	Novell Svenska AB	§§ 1-8

§ 1	Mötets öppnande
§ 2	Till att föra dagens protokoll utsågs Thomas Brånfelt, SLK. Till justerare utsågs Agneta Steinbeck, SLK, och Mikael Eriksson, Novell Svenska AB
§ 3	Antecknades att Stockholms Stad Stadsledningskontoret Utvecklingsavdelningen kallat parterna till förhandling angående Licensavtal.
§ 4	Antecknades utifrån tidigare diskussioner samt presentation av avtalsförslag att förhandling skall behandla det avtal som sträcker sig från 1 juli 2005 till 1 juli 2008, se bilaga 1
§ 5	<p>Stadsledningskontoret anförde följande skäl till en reducering av pris</p> <ul style="list-style-type: none"> • Att trots rabatterade priser så anses priset en aningen för högt med tanke på att avtalet inte kommer att nyttjas fullt ut från avtalets tecknande. • Att de användare som i dagsläget inte utnyttjar ett konto fullt ut som vanliga användare och att det innebär ett gradvist utnyttjande av licenserna <p>Novell Svenska AB anförde följande skäl till för att bibehålla det pris som angetts:</p> <ul style="list-style-type: none"> • Att Novell Svenska AB har tagit i beaktande till den användarsituation som råder i Sthlms stad. • Att de skäl som Sthlms stad anför för reducerat pris redan är inkluderade i förutsättningen för den offererade prisbild som föreligger för förhandlingen. • Priset för avtalsförslaget relaterar till avtalets längd – ju längre åtagande desto lägre prisbild. Kostnaden för Sthlms stad är enligt Novell Svenska AB relevant till avtalets längd och de mervärden som avtalet medför. • Att Novell Svenska AB anser att de avgivit ett avtalsförslag för Sthlm Stad som är mycket förmånligt jämfört med ett standardavtal.



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	Efter gemensamma överläggningar konstaterade SLK Utvecklingsavdelningen att det presenterade avtalsförslag kan anses som acceptabelt i dess utformning och utifrån de förhandlingar som förts.
§ 6	Efter gemensamma överläggningar träffades överenskommelse i enlighet med det avtalsförslag, se bilaga 1, som presenterats av Novell Svenska Därutöver antecknades gemensamt till protokollet: <ul style="list-style-type: none">• Att båda parter är nöjda med den överenskommelse som träffats.• Utvecklingsarbetet med att producera ett tjänsteutlåtande beräknas vara klart under juni 2005
§ 7	Avtalen kan ej äga giltighet innan slutlig överenskommelse träffats mellan de avtalsslutande parterna, för staden genom Stadsdirektören Bosse Sundling och för Novell Svenska AB Direktör Anders Törnqvist. Första beslutstillfälle är den 24 augusti 2005. Efter erforderligt fattat beslut kan avtal tecknas omedelbart mellan parterna.
§ 8	Förhandlingen avslutades

Vid protokollet



Thomas Bränfelt

Bilaga 1 Avtalsförslag Novell Svenska AB



This Addendum No.4 amends and supplements the Software License Framework Agreement, as amended by Addendum No. 1, No.2 and No. 3 ("Agreement") effective 1 July 2005 between Stockholm Stad ("Stockholm Stad") and Novell Svenska AB. ("Novell"). This Addendum shall be effective only upon signature by Novell which shall follow Customer's signature.

Purpose: Stockholm Stad and Novell are parties of a Software License Framework Agreement entered into 1st of July 2002. The Agreement allows Stockholm Stad to rent Novell Software to defined discounts off the Novell CLA and SLA Price List. As Stockholm Stad intends to increase the usage of Novell software and intends to add new Novell software to its existing license portfolio, Novell and Stockholm Stad agreed to renew the Agreement. Stockholm Stad intends to rent from Novell a fixed amount of software for a term of three years instead of renting the software on an as required basis. In order to contribute this investment of Stockholm Stad into Novell software, Novell agreed to make available to Stockholm Stad the required licenses to a special price. Both, Novell and Stockholm Stad consider their relationship as strategic.

Therefore the parties agree upon the following:

1. **DEFINITIONS.** Terms with the initial letter capitalized will have the same meaning as defined in the Agreement, unless otherwise defined in this Addendum No.4.

1.1 *City Bundle:* City Bundle shall mean the following Novell products in the most current version available in the amount of licenses as stated below.

Novell Software Product or Maintenance	Amount of Licenses
Open Enterprise Server User	50.000
Zen Suite User	50.000
GroupWise User	50.000
Border Manager User	50.000
NIMv2 Prof Ed. User	50.000
NIMv2 Integr Mod Database User	50.000
Extend Director Enterprise Edition User	50.000
Cluster Services Node	300
iChain User	50.000
Novell Secure Login (non Novell Software)	50.000
Nsure Audit logging server	500
Nsure Audit Instr system	2.000
Novell Linux Desktop Maintenance	50.000
ZEN Patch Management (non Novell Software)	50.000
Volera Excelerator (non Novell Software)	50.000
NIMv2 Prof Ed. User	1.000.000
NIMv2 Integr Mod Database User	1.000.000

1.2 *School Bundle:* School Bundle shall mean the following Novell software in the most current version available in the amount of licenses as stated below.

Novell Software Product or Maintenance	Amount of Licenses
Open Enterprise Server & Zen Suite Bundle User	110.000
GroupWise User	110.000
Border Manager User	110.000
NIMv2 Suit User	110.000
NIMv2 Integr Mod Database User	110.000
Extend Director Enterprise Edition User	110.000
Cluster Services Node	500
iChain User	110.000
Novell Secure Login User (non Novell Software)	110.000
Nsure Audit User	110.000
Novell Linux Desktop Maintenance	110.000
ZEN Patch Management User (non Novell Software)	110.000
Volera Excelerator User (non Novell Software)	110.000

1.3 *Citizen*: Citizen shall mean in the context of the Agreement any citizen registered and living in the administrative responsible area of Stockholm Stad.

1.4 *Novell Software*: Novell Software shall mean any software made available by Novell. Novell Software shall exclude any third party software made available by Novell, but where the intellectual property is owned by a third party.

1.5 *Annual Period*: Annual Period shall mean a term of two consecutive Six Month Periods starting 1st of July and ending 30th of June one year later.

2. **AMENDMENTS TO AGREEMENT.** The Agreement is hereby amended and supplemented as follows:

2.1 **Term**: The Agreement shall be extended for a Term of three years commencing on the 1 of July 2005 and expiring on the 30th of June 2008. For the purpose of the renewal of the Agreement, the Effective Date shall be the 1st of July 2005.

At the end of the initial Term, the Agreement and this Addendum will renew for an additional Term of one Annual Period and continue to renew on this basis with the expiry date of the renewed Term, unless either party gives notice in writing at least 60 days prior to the end of the Term that it does not wish to renew.

2.2 **License Grant**

Novell hereby makes available to Stockholm Stad a non-exclusive and non-transferable License to use the Novell licenses contained in the School Bundle or City Bundle subject only to payment of the License Fee as outlined in section 2.3 and 2.4 and subject to the following restrictions:

2.2.1. The Novell software contained in the City Bundle may only be used by Internal Users and Citizens.

2.2.2. The Novell software contained in the School Bundle may only be used by School Users.

- 2.2.3 In each case above, subject to payment of the relevant License Fees, the License shall include the provision of the Upgrade Protection Services up to the number of licenses included in the Bundles for no additional charge.
- 2.2.4 The License above is a License to use the City Bundle and the School Bundle and does not transfer any ownership rights whatever. At the end of the Term, Stockholm Stad will not own any of the licenses contained in either Bundle and all rights to use shall cease with the expiry date of the Term.
- 2.2.5 The use of the City and the School Bundle shall be governed by the terms of the EULA that accompanies the software contained in the bundles. To the extent that there is any conflict between the terms of the EULA and the terms of this Addendum shall prevail.
- 2.3. **License Fee:** The cumulated annual License Fee for the City Bundle and the School Bundle shall be **2.050.000 €** (two million fifty thousand EURO), excluding VAT. The total License fee for the Term of the Agreement shall not increase -provided Stockholm Stad is not using more licenses than contained in the Bundles - and is in total **6.150.000 €** (six million one hundred and fifty thousand EURO), excluding VAT. Stockholm Stad accepts to pay the License Fee for the Term of the Agreement pursuant to the payment terms of the Agreement and as outlined in section 2.4 of this Addendum.
- 2.4 **Payment Terms:** In accordance with section 7 of the Agreement, Stockholm Stad shall pay the License Fee in EURO within thirty (30) days of the date of Novell's invoice. Stockholm Stad will release a purchase order for the City- and the School Bundle to Novell at the Effective Date and then at the first business day following the beginning of each subsequent Annual Period.
- 2.5 **Product Modifications:** In case any of the Novell Software contained in either the City Bundle or the School Bundle is not any more made available by Novell by discontinuing the Upgrade Protection Service and ceasing the product line, Stockholm Stad shall have the right to replace the product from either Bundle with a Novell Software offering the same or a similar functionality as the removed product in the same amount of licenses as stated above. Novell and Stockholm Stad shall agree in mutual consent to the replacement. In case of a non - Novell Software Stockholm Stad shall solely have the right to continue to use the software and if Novell makes available a Novell Software with the same or similar functionality to replace it with the Novell Software.
- 2.6 **Other Novell Software:** Any other Novell Software not part of the Bundles or additional Novell Software licenses part of the Bundles exceeding the amount of licenses as defined above may be ordered by Stockholm Stad in accordance with the provisions of the Agreement.
- 2.7 **Vested Rights And Upgrade Protection Service for existing Novell Software:** Stockholm Stad owns the following licenses of Novell Software:

NetWare 10,512 Licenses in the then current version
GroupWise 16,678 Licenses in the then current version

ZEN for Desktops 10,580 Licenses in the then current version
ManageWise 2,308 Licenses in the then current version
BorderManager 37 Licenses in the then current version
Account Manager 100 Licenses in the then current version
eDirectory 1,024 Licenses in the then current version
DirXML JDBC Driver 10,000 Licenses in the then current version

This Novell Software owned by Stockholm Stad shall be grandfathered into the Agreement and Stockholm Stad shall receive Upgrade Protection Services for this Novell Software as defined in the Agreement for no additional costs. Section 2.5 shall not apply to this Novell Software.

- 2.8 **Public Relations:** Stockholm Stad agrees to issue a joint press release and customer testimonial ("success story") with Novell to acknowledge the role of the Novell products and services to be purchased hereunder in its information technology strategy. In particular Stockholm Stad will point out in the testimonial and the press release that Novell Linux Desktop is part of the deal. Such press release and customer testimonial will be subject to review and approval by Stockholm Stad and Novell's public relations or corporate communications offices.
- 2.9 **CSEL:** Stockholm Stad shall receive for the Term of this Addendum two CSEL subscriptions (Software Evaluation Library CDs (DVDs)), which will be sent to an address provided by Stockholm Stad.
3. **CONTINUANCE.** Except as expressly amended and supplemented by this Addendum No.4, the terms and conditions of the Agreement will remain in effect unchanged.

NOVELL

Stockholm Stad

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____



Stadsledningskontoret
Utvecklingsavdelningen
Handläggare: Kjell Jansson
Tel: 508 29 514

Förhandlingsprotokoll
Nätoperativlicenser
Novell Svenska AB

2005-06-20
Dnr 035-2521/2005

1 (5)

Justeras:

Stockholm den 22 juni 2005

Bosse Sundling
Stadsledningskontoret

Mikael Eriksson
Novell Svenska AB

Närvarande:		
Bosse Sundling	SLK	§§ 1 - 5
Gunnar Söderholm	SLK	§§ 1 - 5
Lars Garg	SLK	§§ 1 - 5
Anders Törnqvist	Novell Svenska AB	§§ 1 - 5
Mikael Eriksson	Novell Svenska AB	§§ 1 - 5

§ 1	Antecknades att staden kallat till förhandling rörande Nätoperativlicenser från Novell Svenska AB
§ 2	Lars Garg utsågs att föra dagen protokoll, protokollet justeras för staden av Bosse Sundling och för Novell Svenska AB Mikael Eriksson.
§ 3	Staden föredrog förslag till förändringar i föreliggande ADDENDUM No.4 från förhandlingen den 2006-06-15.
§ 4	Efter enskilda och gemensamma överläggningar träffade parterna överenskommelse enligt stadens förslag till ADDENDUM No. 4 (bilaga 1)
§ 5	Antecknades till protokollet att avtalet mellan staden och Novell Svenska AB ej kan äga giltighet innan beslut fattats i Kommunstyrelsen. Första beslutstillfälle är den 24 augusti 2005. Stadsdirektören Bosse Sundling kommer att verka för att beslut fattas i Kommunstyrelsen snarast möjligt, dock tidigast den 24 augusti 2005, i enlighet med överenskommelsen i § 4 ovan. Antecknades på begäran av Novell Svenska AB att information ges angående beslut den 24 augusti snarast efter sammanträdet till Novell Svenska AB.
§ 6	Avslutades förhandlingen

Stockholm den 20 juni 2005

Lars Garg

This Addendum No.4 amends and supplements the Software License Framework Agreement, as amended by Addendum No. 1, No.2 and No. 3 ("Agreement") effective 1 July 2005 between Stockholm Stad ("Stockholm Stad") and Novell Svenska AB. ("Novell"). This Addendum shall be effective only upon signature by Novell which shall follow Customer's signature.

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NIMv2 Integr Mod Database User	50.000
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Nsure Audit logging server	500
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Volera Excelerator (non Novell Software)	50.000
NIMv2 Prof Ed. User	1.000.000
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NIMv2 Integr Mod Database User	110.000
Extend Director Enterprise Edition User	110.000
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- 2.2.3 In each case above, subject to payment of the relevant License Fees, the License shall include the provision of the Upgrade Protection Services up to the number of licenses included in the Bundles for no additional charge.
- 2.2.4 The License above is a License to use the City Bundle and the School Bundle and does not transfer any ownership rights whatever. At the end of the Term, Stockholm Stad will not own any of the licenses contained in either Bundle and all rights to use shall cease with the expiry date of the Term.
- 2.2.5 The use of the City and the School Bundle shall be governed by the terms of the EULA that accompanies the software contained in the bundles. To the extent that there is any conflict between the terms of the EULA and the terms of this Addendum shall prevail.
- 2.3. **License Fee:** The cumulated annual License Fee for the City Bundle and the School Bundle shall be 1.900.000 € (one million nine hundred thousand EURO), excluding VAT. The total License fee for the Term of the Agreement shall not increase provided Stockholm Stad is not using more licenses than contained in the Bundles and is in total 5.700.000 € (five million seven hundred thousand EURO) for the initial Term, excluding VAT. Stockholm Stad accepts to pay the License Fee for the Term of the Agreement pursuant to the payment terms of the Agreement and as outlined in section 2.4 of this Addendum.
- 2.4 **Payment Terms:** In accordance with section 7 of the Agreement, Stockholm Stad shall pay the License Fee in EURO within thirty (30) days of the date of Novell's invoice. Stockholm Stad will release a purchase order for the City- and the School Bundle to Novell at the Effective Date and then at the first business day following the beginning of each subsequent Annual Period.
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BorderManager 37 Licenses in the then current version
Account Manager 100 Licenses in the then current version
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3. **CONTINUANCE.** Except as expressly amended and supplemented by this Addendum No.4, the terms and conditions of the Agreement will remain in effect unchanged.

NOVELL

Stockholm Stad

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____