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BY EMAIL AND BY U.S. MAIL

Jim F. Lundberg
JFLundberg@Novell.com
Legal Department, F331
Novell, Inc.
1800 S Novell Pl
Provo UT 84606

Re: Confidentiality of the 1998 Novell/Merkey Settlement Agreement

Dear Mr. Lundberg:

I have received your letter dated September 23, 2005.

Thank you for confirming the falsity of some of the ridiculous statements by Jeffrey Vernon Merkey (hereinafter "Merkey") about Novell's recent activities.

Regarding Merkey's numerous and flagrant breaches of the 1998 Settlement Agreement's confidentiality provisions, I wrote in my September 16 letter that:

I would also like to know whether or not Novell will be seeking "immediate injunctive relief" to enforce the confidentiality-keeping obligations of the Agreement's other parties. (Pursuant to paragraphs 3 and 6 of the Agreement, Novell is entitled to such relief, in addition to the other remedies provided by the Agreement.) If, by October 17, 2005, I have not received notice that Novell has filed a motion for an injunction against Merkey, then I will conclude that Novell no longer considers the Agreement's confidentiality (to the extent that any confidentiality still exists) to be of value to Novell, and that there is therefore no point in me continuing to omit the Agreement from my website as a courtesy to Novell.

In your response, you wrote:

While Novell is still considering possible recourse for what Novell believes is a breach by Mr. Merkey of the Settlement Agreement, Novell still considers the Settlement Agreement to be highly confidential and strongly disagrees with many of the allegations in Mr. Merkey's Complaint.

While I appreciate any information you may wish to provide to me about Novell's positions, I feel I had best reiterate that, on this point, I will ultimately be drawing my conclusions about Novell's intent by

looking to Novell's actions in court, rather than to the statements in your letter.

Let me further elaborate:

In June, I made some public statements about the Settlement Agreement. I find some discomfort in the current situation, in which members of the public are not able to verify the accuracy of my statements by simply going to my website and reading the agreement for themselves.

I have, of course, never been under any obligation to try to keep the agreement confidential. Nevertheless, as I wrote to you in my June 23 email, I removed the agreement from the scofacts.org website as a courtesy to the agreement's three extant non-Merkey parties:

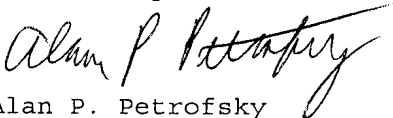
In consideration of the apparent desire by Novell, Darren Major, and Larry Angus that the terms of the agreement not become widely known, I have ceased distributing the settlement agreement that was entered into between and among them and Jeffrey Merkey and Timpanogas Research Group on August 18, 1998

Soon thereafter, I decided, based on their history with Merkey, that I really had no desire to do any favors for Mr. Major or Mr. Angus. Thus, for over three months, I have been keeping the agreement off my website solely as a favor to Novell.

I am willing to continue to do so, if Novell truly believes that there is value in preserving whatever may remain of the agreement's confidentiality. However, if Novell does not believe that there is remaining confidentiality that is valuable enough for Novell to bother availing itself of the mechanisms provided by the agreement for its enforcement, then I am not going to continue troubling myself on Novell's behalf.

If, by October 17, 2005, I have not received notice that Novell has filed a motion for an order enjoining Merkey from making any further breaches of his confidentiality obligations, then I will resume publishing the Settlement Agreement on the scofacts.org website.

Yours truly,


Alan P. Petrofsky