BRORBY, Senior Circuit Judge.

.... [T]he Lantec companies appeal a district court order dismissing state-law contract and promissory estoppel claims on summary judgment....

**FACTUAL BACKGROUND**

Beginning in the mid-1980s, Novell sold a network operating system for connecting computers called NetWare. JAMES E. GASKIN, MASTERING NETWARE 5, 20 (1999). A network operating system “is the software used to connect computers and other devices, share resources, transfer files, and perform other network services and activities.” SUE PLUMLEY, NETWORK ADMINISTRATION SURVIVAL GUIDE 25 (1999). It controls access to the network and allows users to share data. Id.

Novell also distributed Message Handling System and Global Message Handling System. These products were messaging transport agents for NetWare. A messaging transport agent essentially acts as the computer version of a post office; it routes, stores, and delivers messages sent by e-mail or groupware programs. Message Handling System and Global Message Handling System were designed to be used with the NetWare operating system and groupware programs. In addition to routing messages, Message Handling System and Global Message Handling System allow groupware to access security features, printing, file sharing, and other data shared through the NetWare operating system.

Although Novell began marketing Message Handling System and Global Message Handling System in the early 1990s, it did not immediately develop groupware programs to be used with Message Handling System and Global Message Handling System. Instead, independent software programmers developed this groupware. By making the application program interfaces in Message Handling System and Global Message Handling System publicly available, Novell enabled independent programmers to write groupware. Software designed using the Message Handling System and Global Message Handling System application program interfaces can communicate with Message Handling System or Global Message Handling System and therefore with NetWare.

In addition to providing application program interfaces, Novell participated in a group known as the Message Handling System Alliance. The Alliance was a group of independent software developers interested in Message Handling System. Through this group, Novell helped independent software programmers market, and provide technical support for, their groupware products.

Lantec, Inc. (“Lantec”), LanCompany Informatica Ltda. (“LanCompany”), Lantec Informatica Ltda. (“Lantec Brazil”), and LanTraining Informatica Ltda. (“LanTraining”) (collectively “the Lantec companies”) were interested in making groupware using the application...
program interfaces in Message Handling System and Global Message Handling System. All the Lantec companies grew out of a predecessor Brazilian software development company called DataRede. Originally, DataRede worked with Novell to distribute NetWare in Brazil. At that time, Brazil refused to allow foreign software developers access to the Brazilian market unless there were no similar software products designed by Brazilian companies. DataRede conducted similarity tests to help convince Brazilian regulators to allow Novell’s products in Brazil.

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The Lantec companies developed XPostWare, a package of software containing menu, e-mail, fax, and calendaring applications. XPost, the e-mail portion of XPostWare, used Novell’s Message Handling System to transport messages using NetWare. Lantec and Lantec Brazil each entered an Original Equipment Manufacturer Agreement with Novell to allow them to package XPostWare with Novell’s NetWare and Message Handling System.

Just as Lantec was on the verge of offering its XPostWare package in the United States, Novell and WordPerfect announced plans to merge. At this point, the relationship between Novell and the Lantec companies became strained. The day of the announcement, Mr. Thoillier indicated he was going to shut down Lantec’s business. The next day, the Lantec companies put all their marketing, advertising, and packaging projects on hold. Less than a month later, a Novell executive left Mr. Thoillier a voice message stating other executives at Novell wanted to terminate the relationship between Novell and the Lantec companies.... Novell subsequently sent a letter stating it was willing to work with the Lantec companies and continue the Original Equipment Manufacturer Agreements .... The Lantec companies never shipped XPostWare and made no attempt to actively sell XPostWare after the Novell/WordPerfect merger.

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Lantec and Lantec Brazil claim Novell breached its Original Equipment Manufacturer Agreements. These Agreements allowed Lantec and Lantec Brazil to package their products with Novell’s NetWare and Message Handling System products. Lantec and Lantec Brazil claim Novell terminated the Agreements in April 1994 when Ron Palmeri, a Novell executive, left Mr. Thoillier a voice mail message. They also claim Tom Pesut, a Novell executive, subsequently confirmed the repudiation when he “declared that [Novell] would refuse to do business in the future with any of the Lantec Companies.”

The district court granted Novell’s motion for summary judgment dismissing the claims involving the Original Equipment Manufacturer Agreements because there was “no showing of anticipatory repudiation by Novell.” The court concluded the Agreements “required written notice of termination and none was given.” In addition, the court noted Novell sent a letter reaffirming the Agreements and “demonstrated a willingness to continue with the agreement[s] as [they] existed or to modify [them] in a way that would be acceptable to all” at a subsequent meeting with the Lantec companies. The district court later denied Lantec and Lantec Brazil’s motion for reconsideration on this issue.

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We will consider each fact relevant to Novell’s alleged wrongful breach of the Original Equipment Manufacturer Agreements in turn. We first consider whether Mr. Palmeri’s telephone message constitutes triable evidence indicating Novell repudiated the Original Equipment Manufacturer Agreements. Next, even if Novell did repudiate, we ask whether Novell successfully retracted the repudiation.... Ultimately, we affirm the district court’s decisions related to the Agreements.

A. Voice Mail Message

In April 1994, Mr. Palmeri of Novell left a voice mail message for Mr. Thoillier. In relevant part, it stated:

I had a meeting with Tom Pesut yesterday and Jim Sullivan, who is the director of channel sales and they want to terminate the relationship between the companies. I want to let you know. Leave me a voice mail and let me know that you did get in fact this message, I don’t want you to be surprised when the letter comes from our legal. OK? I’ll try to give you a ring back again but it is just gonna be a lit [sic] tough to reach for the next couple of days.

Lantec and Lantec Brazil argue this message could reasonably be viewed as an anticipatory repudiation of the Original Equipment Manufacturer Agreements.

A repudiation occurs when a party to a contract makes “an overt communication of intention or an action which renders performance impossible or demonstrates a clear determination not to continue with performance.” U.C.C. § 2-610 cmt. 1 (1989). “[T]o constitute a repudiation, a party’s language must be sufficiently positive to be reasonably interpreted to mean that the party will not perform.” Scott v. Majors, 980 P.2d 214, 218 (Utah Ct. App. 1999) (quotation marks and alterations omitted); see also UTAH CODE ANN. § 70A-2-610. “Mere expression of doubt as to [a party’s] willingness or ability to perform is not enough to constitute a repudiation.” RESTATEMENT (SECOND) OF CONTRACTS § 250 cmt. b (1979). Anticipatory repudiation requires more than statements revealing a party does not want to perform the contract or has misgivings about the contract. Hurwitz v. David K. Richards & Co., 436 P.2d 794, 795-96 (Utah 1968).

Viewing Mr. Palmeri’s voice message in the light most favorable to Lantec and Lantec Brazil, we conclude the message was not definite enough to serve as an anticipatory repudiation. The message only states two Novell executives wanted to terminate Novell’s relationship with the Lantec companies. Nowhere in the message does it state Novell would not perform its duties under the Original Equipment Manufacturer Agreements.

B. Retraction

Even if the voice mail message had been definite enough to act as a repudiation, the undisputed facts show Novell subsequently reaffirmed the Agreements. Utah law provides a repudiating party “can retract [its] repudiation unless the aggrieved party has since the repudiation canceled or materially changed [its] position or otherwise indicated that [it] considers the repudiation final.” UTAH CODE ANN. § 70A-2-611(1). A party may retract “by any method
which clearly indicates to the aggrieved party that the repudiating party intends to perform.”

**Utah Code Ann. § 70A-2-611(2).**

After receiving the telephone message, Mr. Thoillier sent Novell a letter stating: “I am writing this letter to confirm your termination of the [Original Equipment Manufacturer] Agreement[s].” Novell responded with a letter stating: “I must take exception to [a] comment[ ] made in your letter. .... [Y]ou referred to Novell’s ‘termination’ of the Lantec agreement[s]. [Those] agreement[s] can only be terminated in writing and with appropriate notice.” On appeal, Lantec and Lantec Brazil argue “the notion that Novell could not repudiate unless it terminated the contract[s] in writing was simply nonsensical and poorly reasoned.” Assuming termination did not need to be in writing, the letter nevertheless shows Novell did not intend to terminate the Agreements. Further showing Novell’s commitment to the Agreements, the letter established a meeting between Novell and the Lantec companies on May 4, 1994, in Las Vegas. In closing, the letter reaffirmed, “Novell is willing to consider any reasonable proposal with respect to the ... [a]greement[s] to make th[o]se agreement[s] workable for Lantec (e.g., mutual termination of the agreement[s], restructuring of payment terms, reduction of volume commitment, etc.). I think you will find Novell to be very accommodating on this issue.”

Novell’s actions following the reaffirming letter also demonstrate a commitment to the Original Equipment Manufacturer Agreements. In May 1994, the parties met in Las Vegas to discuss the Agreements. The undisputed outcome of the meeting was that “[t]he parties did not reach any agreement as to their respective rights and duties under the Lantec [Original Equipment Manufacturer] Agreement[s],” but that the Lantec companies would “evaluate their business relationship with Novell.”

Consequently, we conclude the undisputed material evidence shows Novell successfully retracted any repudiation of the Original Equipment Manufacturer Agreements.

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