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**Attorneys for Defendant & Counterclaim-Plaintiff Novell, Inc.**

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**IN THE UNITED STATES DISTRICT COURT  
 DISTRICT OF UTAH, CENTRAL DIVISION**

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THE SCO GROUP, INC., a Delaware  
 corporation,

Plaintiff & Counter-Defendant,

vs.

NOVELL, INC., a Delaware corporation,

Defendant & Counter-Plaintiff.

**NOVELL, INC.'S FIRST SET OF  
 INTERROGATORIES TO THE SCO  
 GROUP, INC.**

Case No. 2:04CV00139

Judge Dale A. Kimball

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**TO THE SCO GROUP, INC. AND ITS COUNSEL OF RECORD:**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant and Counter-Plaintiff Novell, Inc. ("Novell") hereby requests that Plaintiff and Counter-Defendant The SCO Group, Inc. ("SCO") respond to the following interrogatories within thirty (30) days after the service of this request.

Counterclaims; (iii) any of SCO's licenses or agreements resulting from or concerning SCO's "SCOsource Licensing," the "SCO Intellectual Property License Program," the "SCO IP Protection Program," or the "Linux End-User Intellectual Property License Initiative" (*see, e.g.*, SCO Oct. 31, 2004 Form 10-K; <http://www.caldera.com/scosource/>); (iv) SCO's licenses or agreements with IBM and Sequent, referred to in Paragraphs 85 and 86 of SCO's Answer to Novell's Counterclaims; and (v) any license or agreement that conveys or concerns any right to those items listed in Section VI of Schedule 1.1(a) of the APA or Attachment A to APA Amendment No. 1.

7. All nouns, whether single or plural herein, should be construed in both the singular and plural form.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Please identify all UNIX Licenses, including on a license-by-license basis the identities of each party to the UNIX License in question, the title (or other identifying information) and execution date of that UNIX License, the amount of SCO revenue attributable to each UNIX License during each year since execution of the License, the revenue formula or expected future revenues under each UNIX License, and information sufficient to locate the UNIX Licenses in SCO's document production (*e.g.*, the Bates range or filename).

#### **INTERROGATORY NO. 2:**

If you contend that any of the UNIX Licenses identified in response to Interrogatory No. 1 are not "SVRX Licenses" under sections 1.2 or 4.16 of APA or that the revenues therefrom are not "SVRX Royalties" under sections 1.2 or 4.16 of APA, please state in detail all bases and evidence in support of that contention, on a license-by-license basis.

#### **INTERROGATORY NO. 3:**

State all bases and evidence in support of your contention in paragraphs 74 and 90 of your Answer to Novell's Counterclaims that the term "SVRX Licenses" as used in the APA

refers only to “then-existing SVRX licensees for their distribution of binary-code versions of System V products pursuant to sublicensing agreements.”

DATED: December 30, 2005

MORRISON & FOERSTER LLP

By: *Kenneth W. Brakebill /ME*  
Kenneth W. Brakebill