

# **EXHIBIT 3**

**SCO**

**SUPPLEMENT AND  
LICENSING ORDER FORM**

**D 7055**

Date: MAY 28, 1996  
(offer valid for 60 days)

Customer Name UNISYS CORPORATION Customer No. 1947 Type:  E  G (circle)  
Agmt. No. SOFT-00989 Supp. No. 233 Sales Rep. \_\_\_\_\_ Sales Rep Id. \_\_\_\_\_

A Schedule for such SOFTWARE PRODUCTS is attached to this Supplement. This Supplement will be made part of the referenced Agreement upon execution and acceptance of this Supplement.

**BILL TO ADDRESS**

Attention: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
P.O. No.: \_\_\_\_\_ Check No.: \_\_\_\_\_

**SHIP TO ADDRESS**

Company Name: N/A  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

In the case of shipments to shipping designations outside the United States, LICENSEE and SCO expressly agree that beneficial and legal title to, ownership of, right to possession of, control over, and risks of loss and damage to the tangible form of the SOFTWARE PRODUCTS shall remain with SCO until the shipment physically arrives at the port of entry, prior to customs processing, in the importing country (or at a bonded warehouse within the jurisdictional boundaries of Canada or Mexico if LICENSEE with requests shipment of those countries). SCO retains all title ownership of all intellectual property rights in the SOFTWARE PRODUCTS. SCO does not transfer any portion of such title and ownership to LICENSEE.

**SOURCE CPU INFORMATION**

CPU Type: \_\_\_\_\_  
CPU Serial No.: \_\_\_\_\_  
CPU Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CPU Type: \_\_\_\_\_  
CPU Serial No.: \_\_\_\_\_  
CPU Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS**

LETTER AGREEMENT TO WAIVE INITIAL  
DESIGNATED CPU FEE  
\_\_\_\_\_  
\_\_\_\_\_  
Date entered: \_\_\_\_\_ By: \_\_\_\_\_

**ORDER DESCRIPTION**

	CAT CODE	PRICE CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1			<u>VW 2.1 TECHNOLOGY (PLATFORM)</u>	<u>1</u>	<u>Ø</u>	<u>Ø</u>
2						
3						

Payment Terms: \_\_\_\_\_ Total Order: \$ Ø

Unisys  
(Company Name)  
BY: Gary L. Jensen  
(Signature)  
Gary L. Jensen  
(Print or Type Name)  
Manager Technical Procurement  
(Title)

THE SANTA CRUZ OPERATION, INC.  
By: Bill Bushell

**SCO•UW2.1TECH•030395•050196**

**Page 1 of 29**

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

This Schedule in conjunction with the Software Agreement and Sublicensing Agreement defines the right-to-use fees, right-to-use terms and conditions, sublicensing fees, and sublicensing terms and conditions for the subject SOFTWARE PRODUCT. This Schedule is structured as a series of exhibits, as listed below.

<b>EXHIBIT A: SOURCE RIGHT-TO-USE-FEES</b>	<b>2</b>
<b>EXHIBIT B: SOURCE RIGHT-TO-USE TERMS AND CONDITIONS</b>	<b>3</b>
<b>EXHIBIT C: BINARY SUBLICENSING FEES</b>	<b>7</b>
<b>EXHIBIT D: BINARY SUBLICENSING TERMS AND CONDITIONS</b>	<b>13</b>
<b>EXHIBIT E: NOVELL NETWARE® SOFTWARE</b>	<b>18</b>
<b>EXHIBIT F: DISCOUNT AND FEE PAYMENT PROGRAM</b>	<b>20</b>
<b>EXHIBIT G: SUPPORT</b>	<b>22</b>
<b>EXHIBIT H: CONTENTS OF THE SOFTWARE PRODUCT</b>	<b>23</b>
<b>EXHIBIT I: PRIOR PRODUCTS</b>	<b>24</b>
<b>EXHIBIT J: ADOBE SOFTWARE</b>	<b>25</b>
<b>EXHIBIT K: ADDITIONAL DEFINITIONS</b>	<b>28</b>

---

SCO and UnixWare are registered trademarks of The Santa Cruz Operation, Inc. NetWare is a registered trademark of Novell, Inc. UNIX is a registered trademark in the United States and other countries, licensed exclusively through X/OPEN Company Limited. All other trademarks are the property of their respective holders.

SCO•UW2.1TECH•030395•050196

Page 2 of 29

Schedule for  
**SCO® UnixWare® Release 2.1**  
 and  
**SCO UnixWare Release 2.1 International Edition**  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

**EXHIBIT A**

**SOURCE RIGHT-TO-USE-FEES**

This Exhibit defines the right-to-use fees for the subject SOFTWARE PRODUCTS.

1. Right-to-use fees payable for SCO® UnixWare Release 2.1 Platform ("UW2.1 Platform"), including Novell NetWare® Software, VERITAS™ Journaling File System ("UW2.1 VjFS™") and Edison Design Group Inc. C++/C Front End Compiler ("UW2.1 EDG Compiler"), each of which shall be deemed to be a SOFTWARE PRODUCT under this Schedule:
  - (a) Initial DESIGNATED CPU for UW2.1 Platform  
(Right-to-use fee includes the right to sublicense such product) US\$ 375,000
  - (b) Upgrade fee for the Initial DESIGNATED CPU for UW2.1 SOFTWARE PRODUCT Platform listed above in 1(a):
    - (i) upgraded from SCO UnixWare 2.0 US\$ 100,000
    - (ii) upgraded from UNIX System V Release 4.2 MP ("SVR4.2 MP") US\$ 150,000
    - (iii) upgraded from UNIX System V Release 4.2 ("SVR4.2") US\$ 200,000
 (Right-to-use fee includes the right to sublicense such product)
  - (c) Initial DESIGNATED CPU for UW2.1 VjFS provided LICENSEE has also obtained the right-to-use the UW2.1 Platform pursuant to Section 1(a) or (b) above  
(Right-to-use fee includes the right to sublicense such product) US\$ 10,000
  - (d) Initial DESIGNATED CPU for UW2.1 EDG Compiler provided LICENSEE has also obtained the right-to-use the UW2.1 Platform pursuant to Section 1(a) or (b) above  
(Right-to-use fee includes the right to sublicense such product) US\$ 150,000
  - (e) Initial DESIGNATED CPU for the UW2.1 Novell NetWare Software provided LICENSEE has also obtained the right-to-use the UW2.1 Platform pursuant to Section 1(a) or (b) above  
(Right-to-use fee includes the right to sublicense such product) US\$ 200,000
  - (f) For each such SOFTWARE PRODUCT:
    - (i) Each additional DESIGNATED CPU previously licensed under a Supplement containing a Schedule for UNIX System V, SCO UnixWare 1.1 ("UW1.1") or SCO UnixWare 2.0 ("UW2.0") US\$ 3,000
    - (ii) Each other additional DESIGNATED CPU US\$ 5,000
    - (iii) Each NETWORK OF CPUs for which LICENSEE has acquired rights under a Supplement containing a Schedule for UNIX System V, UW1.1 or UW2.0 US\$ 30,000<sup>1</sup>
    - (iv) Each other NETWORK OF CPUs US\$ 50,000<sup>1</sup>
2. Fees for items in Section 1(e and f) do not cover distribution of a copy of any UW2.1 SOFTWARE PRODUCT.
3. Distribution fee for an additional copy of each item in Section 1<sup>2</sup> US\$ 3,000
4. Distribution fee for an additional copy of The Santa Cruz Operation, Inc.'s ("SCO") implementation of OSF/Motif® as described in Section 6 of Exhibit B to this Schedule<sup>2</sup> US\$ 3,000

<sup>1</sup> This fee is payable in addition to the Initial DESIGNATED CPU right-to-use fee, and includes the right-to-use for this SOFTWARE PRODUCT on one (1)

SCO-UW2.1TECH•030395•050196

Page 3 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCOUNixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT B**

**SOURCE RIGHT-TO-USE TERMS AND CONDITIONS**

This Exhibit defines additional right-to-use terms and conditions for the subject SOFTWARE PRODUCT(s).

**DESIGNATED CPU<sub>s</sub>**

1. A DESIGNATED CPU licensed for the UW2.1 Platform under a separate Supplement containing another Schedule for SCO UnixWare Release 2.1 is deemed a DESIGNATED CPU for the UW2.1 Platform licensed under a Supplement containing this UW2.1 Schedule, except DESIGNATED CPU(s) which are licensed under a Supplement containing a SCO UnixWare 2.1 Product Schedule for use with the Reference Software Agreement, or a SCO UnixWare 2.1 Schedule for use with the SCO UnixWare OEM Reseller Source for Support Agreement.

**NETWORK OF CPU<sub>s</sub>**

2. Each remote CPU on a NETWORK OF CPU<sub>s</sub> shall be deemed to be a DESIGNATED CPU subject to all the terms of the Software Agreement and Sublicensing Agreement, including fees; provided however, that no additional DESIGNATED CPU right-to-use fee shall be payable for any such remote CPU if, and only if, (i) the only access of such remote CPU to the SOFTWARE PRODUCT is from a DESIGNATED CPU of such network, for which the applicable DESIGNATED CPU right-to-use fee has been paid, (ii) the radius of such network does not exceed 50-miles (80 kilometers), (iii) any such applicable SUBLICENSED PRODUCT per-copy fee has been paid for any remote CPU executing a copy of a SUBLICENSED PRODUCT, and (iv) the NETWORK OF CPU<sub>s</sub> right-to-use fee has been paid for such network.

Notwithstanding the above paragraph, identification and registration of remote CPU<sub>s</sub> to SCO is not required.

If a SOFTWARE PRODUCT resides on a remote CPU independent of the network, such CPU is a DESIGNATED CPU and requires payment of the applicable DESIGNATED CPU right-to-use fee.

**DOCUMENTATION**

3. LICENSEE may produce printed and on-line copies of documentation provided with this SOFTWARE PRODUCT, as necessary for use with DESIGNATED CPU<sub>s</sub>. All copies must include a legally sufficient copyright notice and a statement that the documents include a portion or all of SCO's copyrighted documentation, which is being reproduced with permission.

**FEE CHANGES**

4. All fees listed in Exhibit A of this Schedule are subject to change upon sixty (60) days written notice to LICENSEE.

**TECHNICAL AUDITING**

5. (a) LICENSEE agrees to keep records by location, type and serial number of each DESIGNATED CPU for UW2.1 SOFTWARE PRODUCT(s).  
(b) SCO shall have the right through its accredited auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually. Such audit shall include all records kept by LICENSEE relating to the location and use of each copy of the SOFTWARE PRODUCT in LICENSEE's possession, custody, or control.

SCO•UW2.1TECH•030395•050196

Page 4 of 29

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

- (c) If after reviewing the above records, SCO has reasonable basis to believe that LICENSEE is not using the subject SOFTWARE PRODUCT(s) in a manner consistent with the terms and conditions of the Software Agreement and that the LICENSEE is not taking adequate steps to correct inconsistencies, SCO shall have the right, upon reasonable notice to LICENSEE, to have its accredited auditing representatives make an on-site inspection during normal business hours, not more frequently than annually, of all of LICENSEE's CPUs as authorized under the Software Agreement. Any such on-site inspection may be, at the election of LICENSEE, under the terms of a reasonable and appropriate confidentiality agreement executed by the auditor during such inspection. The type of information provided to SCO by the auditor as a result of an on-site inspection shall be restricted to: (i) the number of unreported CPUs on which the subject SOFTWARE PRODUCT(s) were being used by or on behalf of LICENSEE, and which therefor should have been listed as DESIGNATED CPUs in an appropriate Supplement to the Software Agreement, and (ii) the location, type and serial numbers of such CPUs.

**THIRD PARTY SOFTWARE INCLUDED IN SCO UnixWare Release 2.1**

6. The following Third Party Software products are included in the UW2.1 Platform in object-code only:
- (i) Open Software Foundation Software Product which shall mean the OSF/Motif Release 1.2 ("OSF/Motif") software product of the Open Software Foundation, Inc. ("OSF")
  - (ii) VERITAS Software Product which shall mean the Veritas Journaling File System product of Veritas Software Corporation.
  - (iii) Adobe™ Software Products which shall mean the Adobe Type Manager™ ("ATM™ OBJECT"), UTOPIA™ FONTS, and ATM BASIC FONTS software products of Adobe Systems Inc.
  - (iv) Locus Software Product which shall mean the Advanced Merge™ software product of Locus Computing Corporation.
  - (v) Electronic Book Technologies Software Product which shall mean the DynaText™ Document Browser ("Browser") software product of Electronic Book Technologies, Inc. ("EBT").
  - (vi) Compaq Software Products which shall mean the following software products from Compaq Corporation: (a) IDA driver, (b) SCSI drivers, (c) QVision driver, (d) NetFlex driver, (e) Storage Subsystem driver, (f) Systems Wellness driver, and (g) Inspect Utility.
  - (vii) Tricord Software Products which shall mean the following software products from Tricord Inc.: (a) ISS/IOP (HBA) driver, (b) IMS driver, and (c) ES5000 Family PSM.
  - (vii) Edison Design Group Software Product which shall mean the C++/C Front End Compiler software product from Edison Design Group Inc. ("EDG").
  - (ix) Novell, Inc. NetWare® Software which shall mean the Novell NetWare Protocols, NetWare Unix Client, Unix Access for DOS/Windows and Unix Workstations, MHS Gateway and NetWare Services Software.

With respect to Third Party Software listed above in this Section, LICENSEE agrees to use the same degree of care in protecting the proprietary rights of all third parties and their suppliers as it uses to protect its own proprietary information of like nature, but in no event less than a reasonably prudent business would exercise under similar circumstances. Thus, for example, LICENSEE agrees that it will not attempt to reverse engineer, reverse compile, disassemble or otherwise attempt to create source code which is derived from the object-code format.

CONFIDENTIAL

SCO1040471

SCO•UW2.1TECH•030395•050196

Page 5 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

In addition, no rights are granted by this Schedule to modify any Third Party Software products listed in this Section 6.

**ADDITIONAL REQUIREMENTS**

**7. OSF/MOTIF SOFTWARE**

A source code version of SCO's implementation of OSF/Motif software designed to work with the UW2.1 Platform is available. In order for a LICENSEE to receive the source code for SCO's implementation of the OSF/Motif software as part of the UW2.1 Platform, the LICENSEE must demonstrate to SCO that LICENSEE has a valid source code license from the Open Software Foundation for Version 1.2 of OSF/Motif software. Upon LICENSEE's execution and SCO's acceptance of the Supplement covering the UW2.1 Platform and containing this Schedule, payment of the required fees, and demonstration of a valid source code license for OSF/Motif software, SCO will provide LICENSEE with a free distribution copy of SCO's source code implementation of the OSF/Motif software. Any additional distribution copy requested by LICENSEE will be subject to the distribution fee listed in Section 4 of Exhibit A. The source code for SCO's implementation of the OSF/Motif software is packaged on a separate tape from the UW2.1 Platform. LICENSEEs are responsible for conformance to the appropriate terms and conditions as set forth in their OSF/Motif license with the Open Software Foundation, including any additional source fees due to OSF.

**8. VERITAS SOFTWARE**

The VERITAS Journaing File System software is available in source code format as specified in Section 1(c) of Exhibit A. Notwithstanding Section 6 of this Exhibit, LICENSEE may use VjFS source code to create bug fixes for the VjFS object-code version provided with the UW2.1 Platform, and may port the VjFS SOFTWARE PRODUCT to UW2.1 based platforms on architectures other than the Intel x86 chip architecture. No rights are granted to modify functionality, or to create other types of derivative works other than those just described above.

**9. ADOBE SOFTWARE**

If LICENSEE wishes to use ATM OBJECT, UTOPIA FONTS and ATM BASIC FONTS on DESIGNATED CPUs, such use is subject to restrictions identified in Section 1 of Exhibit J of this Schedule. LICENSEE also understands that the right to use ATM BASIC FONTS hereunder is pursuant to agreements between Adobe Systems Incorporated and Typeface suppliers. In the event of termination of any such agreement, LICENSEE shall no longer be entitled to use the affected ATM BASIC FONT and SCO agrees to provide LICENSEE with rights to a substitute font for the affected font.

In the event of termination of the agreement between SCO and Adobe under which Adobe Software Products are licensed hereunder, Adobe shall be a third-party beneficiary with respect to the provisions of this Schedule, the Software Agreement and the Sublicensing Agreement pertaining to LICENSEE's obligations regarding such Adobe Software Products and either SCO or Adobe shall have a right to enforce such provisions.

SCO•UW2.1TECH•030395•050196

Page 6 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

10. **NOVELL NETWARE SOFTWARE**

The Novell NetWare Software is available in source code format as specified in Section 1(e). Notwithstanding Section 6 of this Exhibit, LICENSEE may use Novell NetWare Software source code solely to create bug fixes for the Novell NetWare Software object-code version provided with the UW2.1 Platform, and may port the Novell NetWare SOFTWARE PRODUCT to a UW2.1 based platform on a single architecture other than the Intel x86 chip architecture. **No rights are granted to modify functionality, or create other types of derivative works other than those just described above.**

11. **EDG SOFTWARE**

Edison Design Group software is available in source code format as specified in Section 1(d). Notwithstanding Section 6 of this Exhibit, LICENSEE may use EDG source code solely to create bug fixes for the EDG object-code version provided with the UW2.1 Platform, and may port the EDG SOFTWARE PRODUCT to UW2.1 based platforms on architectures other than the Intel x86 chip architecture. **No rights are granted to create other types of derivative works.**

**RESTRICTED RIGHTS**

12. LICENSEE will (i) identify the SOFTWARE PRODUCT provided under this Schedule in all proposals and agreements with the United States Government or any other contractor therefor; and (ii) legend or mark the SOFTWARE PRODUCT provided pursuant to any agreement with the United States Government or any contractor therefor, as follows in Sections (a) through (c) of this Section 12:
- (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection substantially equivalent to that afforded to restricted computer software and related documentation developed at private expense and which is existing computer software no part of which was developed with government funds and provided with Restricted Rights in accordance with subparagraphs (a) through (d) of the "Commercial Computer Software-Restricted Rights" clause C.F.R. 52.227-19 of the Federal Acquisition Regulations and its successors.
  - (b) For acquisition by or on behalf of units of the Department of Defense ("DoD"), as necessary to obtain protection substantially equivalent to that afforded to commercial computer software and related documentation developed at private expense and provided with Restricted Rights as defined in DoD FAR Supplement 48 C.F.R. 252.227-7013(c)(1)(ii) and its successors in effect for all solicitations and resulting contracts issued on or after May 18, 1987.
  - (c) Unpublished rights are reserved under the Copyright Laws of the United States. Contractor/Manufacturer is The Santa Cruz Operation, Inc. 400 Encinal Street, Santa Cruz, CA 95061-1900.
  - (d) No source code of the SOFTWARE PRODUCT provided under this Schedule shall be provided to the United States Government unless the relevant agency has its own equivalent source code license for such SOFTWARE PRODUCT.



SCO•UW2.1TECH•030395•050196

Page 7 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT C**

**BINARY SUBLICENSING FEES**

This Exhibit defines the sublicensing fees for the subject SOFTWARE PRODUCTS. Sublicensing fees consist of an initial fee and a fee for each copy of a SUBLICENSSED PRODUCT derived from the subject SOFTWARE PRODUCT.

**1. INITIAL SUBLICENSING FEE**

The initial sublicensing fee due for SUBLICENSSED PRODUCTS based on UW2.1 SOFTWARE PRODUCTS distributed under this Schedule is included in the initial right-to-use fees listed in Section 1 of Exhibit A of this Schedule.

**2. PER-COPY FEES**

UW2.1 consists of Software Sets as described in Tables 1 to 9 listed in this Exhibit C. LICENSEES may distribute SUBLICENSSED PRODUCTS pursuant to Section 1 of Exhibit D of this Schedule with the payment of the applicable per-copy fees as described below in this Section.

Per-copy fees are calculated using one of the following options:

- Option 1 - X/Open Standard Systems or SPEC 1170 Standard Systems
- Option 2 - Non-Standard Systems

Adobe Software and Novell NetWare Software, collectively defined as "Selected Technology" are provided in this SOFTWARE PRODUCT.

Exhibits E and J set forth additional applicable per-copy fees and/or terms and conditions in addition to those specified in Exhibits C and D. Such additional per-copy fees and/or terms and conditions, where applicable, apply when such Selected Technology is distributed as part of a SUBLICENSSED PRODUCT.

**(a) PER-COPY FEES: OPTION 1 (X/OPEN or SPEC1170 Standard Systems)**

Option 1 may be applied only to SUBLICENSSED PRODUCTS that meet the definition of a STANDARD SYSTEM or are designed to run on a STANDARD SYSTEM as defined in Exhibit K to this Schedule.

(i) For a SUBLICENSSED PRODUCT based on one or more applicable Software Sets ("Bundled Set") the per-copy fee before any discount is based on:

- the sum of the SCO LIST PRICE(s) of the Software Sets included in such Bundled Set; or
- 2.5% of SYSTEM LIST PRICE

subject to a minimum of the sum of the SCO LIST PRICE(s) of the applicable Software Set(s) included in the Bundled Set.

SCO•UW2.1TECH•030395•050196

Page 8 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

(b) **PER-COPY FEES: OPTION 2 (Non-Standard Systems)**

Option 2 applies to SUBLICENSED PRODUCTS which do not meet the definition of a STANDARD SYSTEM.

(i) For a SUBLICENSED PRODUCT based on one or more applicable Software Sets ("Bundled Set") the per-copy fee before any discount is based on:

- two (2) times the sum of the SCO LIST PRICE(s) of the Software Sets included in such Bundled Set; or
- 5% of SYSTEM LIST PRICE

subject to a minimum of two (2) times the sum of the SCO LIST PRICE(s) of the applicable Software Set(s) included in the Bundled Set.

Schedule for  
**SCO® UnixWare® Release 2.1**  
 and  
**SCO UnixWare Release 2.1 International Edition**  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

**Software Sets**

The following tables describe the Software Sets associated with the SOFTWARE PRODUCTS licensed under this Schedule.

**Table 1. Personal Edition -- Two USER System**

<b>Personal Edition Set</b>			
Package Set	Format	Package Set	Format
Access Control List Utilities	source	O&EM	source
Adobe Type Manager (ATM) & ATM Basic Fonts	binary	Optimizing C Compilation System	source
Advanced Commands	source	OS Multiprocessor Support	(binary & source)
Advanced Merge Demonstration (Single-User) (EFIGS,)*	binary	Printer Support	source
Applications and Demos	source	Remote Procedure Calls Utilities	source
Auditing Utilities	source	TermInfo Utilities	source
Base System (Includes TCP/IP Protocol Software)	source	Extended Backup and Restore	source
BSD Compatibility	source	Server Utilities	source
Desktop Manager	source	NetWare Services for UnixWare Doc (EFIGS)	binary
Distributed File System Utilities	source	UnixWare Set Packaging	source
DynaText Document Browser	binary	UnixWare Doc (EFIGS)	source
Enhanced Application Compatibility	source	SMP Support Utilities	source
Graphic Display Support	source		(binary & source)
Graphics Supplemental Fonts	source	Traditional Man Pages	binary
Graphics Utilities (Includes WKSH)	source	NetWare Unix Client	binary
Internet Utilities (Includes TCP/IP Protocol Software)	source	Merge NetWare Client	binary
Language Extension (EFIGS)	source	NetWare Networking	binary
Language Supplement	source	NetWare Server Set Packaging	binary
Network File System Utilities	binary	NetWare Server Client Kit	binary
Network Information Service (NIS)	source	UnixWare 2.1 NetWare Services	binary
Network Interface Card Support	(binary & source)	NetWare Integration Kit	binary
Network Management	source	Windows Dynatext Viewer	binary
Network Support Utilities (Includes TCP/IP Protocol Software)	source	Veritas File System	binary
		Host Bus Adapter Packages	binary
		System Installation	source

**Table 2. Application Server -- Five USER System**

<b>Application Server Set</b>			
Package Set	Format	Package Set	Format
Sames as PE Table 1 above	Same	Same as PE Table 1 above	Same

\* This version is a demonstration copy which must expire in thirty (30) days from installation. The standard product may be shipped for a separate per copy fee.

SCO•UW2.1TECH•030395•050196

Page 10 of 29

Schedule for  
 SCO® UnixWare® Release 2.1  
 and  
 SCOUNIXWARE Release 2.1 International Edition  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

**Table 3. AS and PE Processor Upgrade****Processor Upgrade Set**

Package Name	Format
Processor Upgrade License Key	source

**Table 4. AS Unix User Count Upgrade****Unix User Count Upgrade Set**

Package Name	Format
Unix User Count Upgrade License Key	source

**Table 5. NetWare User Count Upgrade****NetWare User Count Upgrade Set**

Package Name	Format
NetWare User Count Upgrade License Key	Separately ordered from SCO

**Table 6. Software Development Kit****Software Development Kit Set**

Package Name	Format
C++ Compilation System	binary
C++ Standard Components	source
Desktop Manager Development	source
Enhanced Debugger	source
Graphics Development	source
IHV Development Kit	source
Kernel Debugger	source
Motif Development	binary
Network Management SDK	source
Software Packaging Tools	source
Software Development Kit Doc	source
SDK Set Packaging	source

SCO•UW2.1TECH•030395•050196

Page 11 of 29

Schedule for  
 SCO® UnixWare® Release 2.1  
 and  
 SCOUNIXWARE Release 2.1 International Edition  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

**Table 7. Encryption Utilities -- Domestic Only****Encryption Utilities Set**

Package Name	Format
Encryption Utilities	source

**Table 8. Advanced Merge****Advanced Merge Set**

Package Name	Format
Advanced Merge	binary

**Table 9. Server Merge****Server Merge Set**

Package Name	Format
Server Merge	binary

#### **4. Personal Edition ("PE") and Application Server ("AS") SUBLICENSED PRODUCTS and Upgrade SUBLICENSED PRODUCTS**

LICENSEE may only distribute a PE or AS SUBLICENSED PRODUCT after implementing a serialization and license key scheme to control the count of Processors, Unix User's and NetWare Users. SCO's serialization and license key scheme is available as part of the SOFTWARE PRODUCT and may be requested and used by LICENSEE.

For the base applicable per copy fee LICENSEE shall only distribute initial versions of SUBLICENSED PRODUCT as follows:

- (a) A base PE version of SUBLICENSED PRODUCT shall be capable of supporting two (2) Processors and two (2) USERS. Such product may not be enabled for any Unix User Count upgrades but may be enabled for processor and NetWare User Count Upgrades.
- (b) A base AS version of SUBLICENSED PRODUCT shall be capable of supporting two (2) Processors and five (5) USERS and may be enabled for Unix User Count, Processor and NetWare User Count Upgrades. No rights are granted hereunder to upgrade an AS version of SUBLICENSED PRODUCT without using a Unix User Count Upgrade Key.

SCO•UW2.1TECH•030395•050196

Page 12 of 29

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

Without the payment of a NetWare User Count Upgrade fee an AS and PE may only contain a one (1) user count version of the Novell NetWare Software. **No rights are granted hereunder to allow more than 1 user to access the NetWare Software without using a NetWare User Count Upgrade Key and any attempt to circumvent the user restriction shall result in termination of this license grant.** No rights are granted to LICENSEE for use, licensing, sublicensing or distribution of the NetWare Software in an unbundled state or in separable modules.

Further if the PE and AS SUBLICENSED PRODUCTS are distributed with the demonstration version of Advanced Merge (1 user version) it must only be enabled for use for a maximum period of thirty (30) days after installation.

**Processor Upgrade Set SUBLICENSED PRODUCT**

For the applicable per copy fee per processor, LICENSEE may distribute Processor Upgrade Set SUBLICENSED PRODUCTS in the form of keys to increase the processor count of either the AS or PE.

**Unix User Count Upgrade Set SUBLICENSED PRODUCT**

For the applicable per copy fee, LICENSEE may distribute Unix User Count Upgrade Set SUBLICENSED PRODUCTS in the form of keys to increase the user count of the AS. Such upgrades shall be in increments to the initial AS count of 5 USERS and shall be consistent with increments which are part of SCO's Package Product offering. Licensee may choose to use the licensee key scheme provided as part of the SOFTWARE PRODUCT.

**NetWare User Count Upgrade Set SUBLICENSED PRODUCT**

For payment of the appropriate per copy fee, LICENSEE may distribute NetWare User Count Upgrade Set SUBLICENSED PRODUCTS in the form of keys to increase the NetWare User Count of an AS or a PE. Upgrade license diskettes are orderable directly from SCO in user count increments which are part of SCO's Package Product offering and in quantities specified by SCO. Such upgrade diskettes shall be invoiced to LICENSEE at SCO's standard burdened cost for such diskettes. Upon distribution of such diskettes to its customers, the appropriate per copy fee for the NetWare User Count Upgrade shall become due. Such per copy fee shall be payable in accordance with paragraph 9 of Exhibit D.

SCO•UW2.1TECH•030395•050196

Page 13 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT D**

**BINARY SUBLICENSING TERMS AND CONDITIONS**

This Exhibit defines the terms and conditions for a SUBLICENSED PRODUCT based on any SOFTWARE PRODUCT covered in the Supplement containing this Schedule.

**CERTIFICATION OF NOVELL NETWARE SOFTWARE**

1. LICENSEE's of the Novell NetWare SOFTWARE PRODUCT must submit each UnixWare 2.1 version incorporating a ported version of Novell NetWare Software and associated hardware for testing and certification by SCO or its designated agent prior to shipment as set forth in Exhibit C.

**DETERMINATION OF PER-COPY FEE**

2. The base to be used for determining the per-copy fee in this Schedule, for a SUBLICENSED PRODUCT distributed by LICENSEE, shall be the SCO LIST PRICE(s) of the Bundled Set subject to the minimums set forth in Section 2(a) and 2(b) of Exhibit C of this Schedule; however, if such SUBLICENSED PRODUCT;
  - (a) operates only on computer systems manufactured and/or distributed by LICENSEE where such SYSTEM LIST PRICE exceeds US\$ 100,000; or
  - (b) is sold only with computer systems manufactured and/or distributed by LICENSEE where such SYSTEM LIST PRICE exceeds US\$ 100,000

then the per-copy fee due shall be the greater of the per-copy fees calculated pursuant to such applicable aforementioned Sections.

Use of any portion of any Software Set listed in Tables 1, 2, 3, 4, 5, 6, 7, 8 or 9 in Exhibit C requires full payment of the fee due for that Software Set except;

- (a) If the LICENSEE has an existing Engineering Services Agreement for source code support in place with SCO, LICENSEE may distribute BUG FIXES only to previously distributed and paid for SUBLICENSED PRODUCT without owing SCO an additional per copy fee, provided that LICENSEE does not charge any amount other than the LICENSEE cost (e.g. media cost, shipping and handling, export duties and taxes) for BUG FIXES.

The fee due for an UPGRADE when upgrading a Personal Edition Set to an Application Server Set shall be the difference between the undiscounted per-copy fee paid for the previously distributed Personal Edition Set and the applicable undiscounted per-copy fee due, as calculated in Section 2 of Exhibit C, for an Application Server Set.

The fee due for an UPGRADE when adding Processor Upgrades to a previously distributed Application Server Set or Personal Edition Set shall be the fee as calculated in Section 2 of Exhibit C.

The fee due for an UPGRADE when adding Unix User Count Upgrades to a previously distributed Application Server Set shall be the fee as calculated in Section 2 of Exhibit C.

The fee due for an UPGRADE when adding NetWare User Count Set to a previously distributed Personal Edition Set or Application Server Set shall be the fee as calculated in Section 2 of Exhibit C.

SCO•UW2.1TECH•030395•050196

Page 14 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**FEE CHANGES**

3. (a) Initial sublicensing and the certification fee as listed in Exhibits C and E of this Schedule are subject to change upon sixty (60) days written notice to LICENSEE.
- (b) In the event that SCO discontinues its standard list prices for Software Sets described in Exhibit C and E of this Schedule, then the last standard list price for such Software Sets shall be subject to change upon sixty (60) days written notice to LICENSEE. Such changes in list price will be limited to the greater of the annual increases of the Unadjusted Consumer Price Index for all Urban Consumers ("CPI") as published by the Bureau of Labor Statistics, U.S. Department of Labor or ten percent (10%). The percentage increase in such fees at any one time shall not exceed the cumulative percentage increase in the CPI since the time that the last such increase based on the CPI (if any) was made effective or 10% for each intervening year, per year whichever is greater. If the per-copy fees are increased, and the end of the sixty (60) day notification period does not coincide with the first day of a calendar quarter, such increase shall become effective on the first day of the next calendar quarter.

**END USER AGREEMENT**

4. The end user agreement contemplated in Section 2.01(a)(i) of the Sublicensing Agreement must contain additional provisions that:
  - (a) Impose, on the end user, the obligation to use the SUBLICENSED PRODUCT only on a single computer or workstation, unless such SUBLICENSED PRODUCT is designated in the accompanying registration document as being for use on a multiuser and/or multiple processor configuration, in which case the end user shall take all reasonable steps to assure that the number of (i) processors and (ii) UnixWare and/or NetWare Software component USERS, as the case may be, supported by such SUBLICENSED PRODUCT does not exceed at any time the respective maximum number of processors and/or USERS of each type specified in such registration document.
  - (b) Require, with respect to each SUBLICENSED PRODUCT put into use in the United States, a statement similar to the following:

"Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR § 52.227-14 (June 1987) Alternate III(g)(3) (June 1987), FAR § 52-227-19 (June 1987), or DFARS § 52.227-7013 (c)(1)(ii) (June 1988, as applicable. Contractor/ Manufacturer is SCO, Inc., 2180 Fortune Drive, San Jose, CA 95131."
  - (c) Require, with respect to each SUBLICENSED PRODUCT put into use in a foreign country, a statement similar to the statement included above in (b) of this Section, as appropriate to protect SCO's rights in the software from the governments of such country.



SCO•UW2.1TECH•030395•050196

Page 15 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCOUnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

CONTENTS OF A SUBLICENSED PRODUCT

5. Materials which may be included in a SUBLICENSED PRODUCT:

- (a) A SUBLICENSED PRODUCT based on this SOFTWARE PRODUCT may include COMPUTER PROGRAMS in object-code format. The following text and data files and directories may be treated as object-code:

usr/src/cmd/spell/american           usr/src/cmd/spell/list  
usr/src/cmd/spell/british           usr/src/cmd/spell/local  
usr/src/spell/extra                 usr/src/cmd/spell/stop

- (b) A reasonable number of hard-copy and/or one formatted on-line version of the documents provided with this SOFTWARE PRODUCT(s) that describe only the software components in the SUBLICENSED PRODUCT may be reproduced and distributed with each SUBLICENSED PRODUCT fee free provided that no separate charge is made for such documentation.

A reasonable number of additional hard-copies of such documentation may be reproduced and distributed in support of a SUBLICENSED PRODUCT fee free provided that LICENSEE distributes such documentation at a fee no higher than LICENSEE's cost to reproduce such documentation.

With respect to NetWare Software documentation, LICENSEE shall only have the right to adapt the documentation for platform specific and computing environment issues without any other right to change the content of the documentation. LICENSEE's translation of such documentation may be reviewed by SCO and any inconsistencies or inaccuracies in the translations discovered by SCO shall be remedied in the next release of the translated documentation at LICENSEE's expense.

- (c) The Building the Source Code Product and MRD Release Notes documents contain proprietary information of SCO and are only available to LICENSEES of this SOFTWARE PRODUCT. These items, as well as any other proprietary materials delivered with this SOFTWARE PRODUCT, may not be distributed with a SUBLICENSED PRODUCT.
- (d) Normally, LICENSEE shall be responsible for the payment of any applicable per-copy fees to OSF for such distribution of any object-code version of the OSF/Motif software product. For alternative ways of satisfying such obligation, please contact SCO in writing at the following address:

The Santa Cruz Operation, Inc.  
180 Park Avenue  
Building 103  
Florham Park, New Jersey 07932-0949

Attention: Licensing Operations

PLATFORM SUPPORT KIT

- 6. The UW2.1 Platform contains files which are designated as part of the Platform Support Kit ("PSK"). Files contained in the PSK which is provided on separate media with the UW2.1 Platform SOFTWARE PRODUCT may be included in a UW2.1 PE or AS SUBLICENSED PRODUCT fee free.

SCO•UW2.1TECH•030395•050196

Page 16 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCOUnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**DOCUMENTATION MARKINGS**

7. Documentation for a SUBLICENSED PRODUCT must contain the following clearly displayed statements:
- (a) Notification that the SUBLICENSED PRODUCT "is derived from The Santa Cruz Operation, Inc.'s UnixWare Release 2.1".
  - (b) Acknowledgment that "UnixWare is a registered trademark of The Santa Cruz Operation, Inc."
  - (c) A legally sufficient copyright notice and a statement that the documents include a portion or all of The Santa Cruz Operation, Inc.'s copyrighted documentation, which is being reproduced with permission.

**REPORTING REQUIREMENTS**

8. For each SUBLICENSED PRODUCT distributed, the information that LICENSEE must report to SCO pursuant to the reporting and payment obligations of the Sublicensing Agreement shall include:
- (a) Target CPU architecture on which the SUBLICENSED PRODUCT is intended to run.
  - (b) SYSTEM LIST PRICE or SCO LIST PRICE used in determining per-copy fee.
  - (c) Maximum number of CPUs for which the multi processor SUBLICENSED PRODUCT is configured.
  - (d) If SYSTEM LIST PRICE is used to determine per-copy fee, computer system model name or number.
  - (e) The number of USERS the SUBLICENSED PRODUCT is designed for.
  - (f) Whether the SUBLICENSED PRODUCT is an English, French, Italian, German or Spanish version.
  - (g) The U.S. Postal Zip Code (if available), Government or Government Agency (if available), or name of the country in which SUBLICENSED PRODUCT is distributed directly by LICENSEE.
  - (h) List of sets and package names included in each set in the SUBLICENSED PRODUCT, including any set listed in Exhibit C.
  - (i) A statement whether the SUBLICENSED PRODUCT is intended for use as an embedded application in hardware configurations whose primary use is not for executing general application programs supporting general business, personal, or scientific/technical activities.
  - (j) A statement whether the SUBLICENSED PRODUCT is intended for a computer system which was not intended to have the capability of being reprogrammed by the end-user in a general purpose way.
  - (k) A statement whether the SUBLICENSED PRODUCT is intended for use only as an auxiliary or specialized processing functions (e.g., for input/output processing).

**RESTRICTED RIGHTS**

9. LICENSEE will (i) identify the SUBLICENSED PRODUCT provided under this Schedule in all proposals and agreements with the United States Government or any other contractor therefor; and (ii) legend or mark the SUBLICENSED PRODUCT provided pursuant to any agreement with the United States Government or any contractor therefor, as follows:
- (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection substantially equivalent to that afforded to restricted computer software and related documentation developed at private expense and which is existing computer software no part of which was developed with government funds and provided with Restricted Rights in accordance with subparagraphs (a) through (d) of the "Commercial Computer Software-Restricted Rights" clause C.F.R. 52.227-19 of the Federal Acquisition Regulations and its successors.
  - (b) For acquisition by or on behalf of units of the Department of Defense ("DoD"), as necessary to

CONFIDENTIAL

SCO1040483

**SCO•UW2.1TECH•030395•050196**

**Page 17 of 29**

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

obtain protection substantially equivalent to that afforded to commercial computer software and related documentation developed at private expense and provided with Restricted Rights as defined in DoD FAR Supplement 48 C.F.R. 252.227-7013(c)(1)(ii) and its successors in effect for all solicitation and resulting contracts issued on or after May 18, 1987.

- (c) Unpublished rights are reserved under the Copyright Laws of the United States.  
Contractor/Manufacturer is The Santa Cruz Operation, Inc., 400 Encinal Street, Santa Cruz, CA 95061-1900.

SCO•UW2.1TECH•030395•050196

Page 18 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT E**  
**NOVELL NETWORK SOFTWARE**

This Exhibit defines additional terms and conditions to the Software and Sublicensing Agreements for Novell NetWare Software.

**1. ADDITIONAL TERMS AND CONDITIONS**

LICENSEE may not distribute any portion of Novell NetWare Software separate from a Personal Edition or Application Server SUBLICENSED PRODUCT.

Notwithstanding the provisions of the Software Agreement, LICENSEE shall have no title or ownership of any modification, or other portion of a Derivative Work, of Novell NetWare Software. Each such modification and any other portion are and shall remain in Novell and/or SCO. In addition, title to all applicable patents, copyrights and trade secrets shall remain in Novell and/or SCO.

**2. CERTIFICATION OF NOVELL NETWORK SOFTWARE**

(a) If LICENSEE has obtained Novell Network SOFTWARE PRODUCT in accordance with Section 1.(e) of Exhibit A and has modified the Novell NetWare Software, then LICENSEE agrees to conform to Paragraphs b - d of this Section.

(b) SUBLICENSED PRODUCT based in whole or in part on Novell NetWare Software may not be distributed without prior testing and certification in writing by SCO (or at SCO's option, an agent of SCO), of each version of Novell NetWare Software. The following fee shall apply for each Novell NetWare Software implementation on a specific operating system on a specific hardware PLATFORM:

(i) Novell NetWare Software Certification Fee (per PLATFORM)                      \$15,000

This fee is subject to change annually. SCO agrees that the certification fee shall not increase more than 15% annually.

(c) LICENSEE agrees to submit each version of SUBLICENSED PRODUCT containing Novell NetWare Software to SCO in binary form with the associated hardware for testing and certification by SCO or its agent prior to shipment. SCO's testing of each version shall be controlled by the then current testing and certification policies and procedures established by Novell, and shall be subject to separate charge under such testing and certification policies and procedures referred to in this Section. Procedures for this certification are set forth in the SCO UnixWare 2.1 Branding Program Verification Procedures Guide.

(d) SCO shall receive only requests for testing and certification from a single designee of LICENSEE at any given time. LICENSEE acknowledges that SCO will handle all requests for testing and certification on a first-come, first-serve queuing basis. SCO agrees to treat LICENSEE's request for testing and certification as it treats any other similar request. LICENSEE may contact SCO for complete certification requirements.

**3. DOCUMENTATION**

LICENSEE shall only have the right to adapt the Novell NetWare Documentation for Platform specific and computing environment issues without any other right to change the content of the Documentation. LICENSEE's translation of the Documentation may be reviewed by SCO and any inconsistencies or

SCO•UW2.1TECH•030395•050196

Page 19 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

inaccuracies in the translation discovered by SCO shall be remedied in the next release of the translated Documentation at LICENSEE's expense. There shall be no extra charge for distribution by LICENSEES for stand alone documentation provided with SUBLICENSED PRODUCT containing Novell NetWare Software pursuant to this Agreement.

- (a) Documentation for a SUBLICENSED PRODUCT including Novell NetWare Software must contain the following clearly displayed statements relating to Novell NetWare Software:
- (i) Notification that the SUBLICENSED PRODUCT is derived in part from Novell Inc.'s NetWare® Software.
  - (ii) Acknowledgment that NetWare is a registered trademark of Novell, Inc.
  - (iii) A legally sufficient copyright notice and a statement that the documents include a portion of Novell Inc.'s copyrighted documentation, which is being reproduced with permission.

**4. NOVELL NETWARE TRADEMARK LICENSES**

**(a) LICENSE**

Conditional upon LICENSEE's compliance with Certification requirements in Section 2 of this Exhibit, LICENSEE may use the "NetWare" trademark (the "MARK") solely in connection with marketing or distributing SUBLICENSED PRODUCT containing Novell NetWare Software in binary form. Upon Certification, LICENSEE may also use the MARK on such promotional display and advertising materials as may be reasonable to promote Novell NetWare Software as part of SCO UnixWare 2.1.

Conditional upon LICENSEE's compliance with the Certification requirements under Section 2, LICENSEE may use the icons, provided as part of the Novell NetWare Software, solely in connection with a certified SUBLICENSED PRODUCT containing Novell NetWare Software. No right is granted to modify, combine, or in any way alter the icons. **No other rights are granted to LICENSEE with respect to the icons.**

**(b) ADVERTISEMENTS AND PROMOTIONAL MATERIAL**

All of LICENSEE's advertisements and promotional materials using the MARK shall comply with Novell's then-current Trademark Usage Guide, which is incorporated by reference. A copy of the then-current Trademark Usage Guide may be obtained upon request of Novell's Legal Department.

**(c) NO REGISTRATION BY LICENSEE**

LICENSEE agrees that it shall refrain from filing any trademark and/or service mark application(s), in any class and in any country, for any trademark and/or service mark which is the same as, similar to, or which contains the Mark without the prior written consent of Novell.

SCO•UW2.1TECH•030395•050196

Page 20 of 29

Schedule for  
**SCO® UnixWare® Release 2.1**  
 and  
**SCOUNIXWARE Release 2.1 International Edition**  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

**EXHIBIT F**

**DISCOUNT AND FEE PAYMENT PROGRAM**

This Exhibit defines the discount and fee payment program applicable to per-copy fees due under this Schedule. Under this program, the discount applied for a particular quarter is based on the volume shipped in the current quarter and the three immediately preceding quarters.

Capitalized terms used in this Exhibit are defined within the Software Agreement, Sublicensing Agreement, this Exhibit or in Exhibit K of this Schedule.

To the extent that the provisions of this Exhibit are inconsistent with the Sublicensing Agreement, the provisions specified herein shall apply for the SUBLICENSSED PRODUCTS licensed under this Schedule.

**1. METHOD OF DISCOUNT AND PAYMENT CALCULATION**

- (a) Except as provided in Section 2(b) of this Exhibit, for purposes of this Schedule, the term GROSS AMOUNT shall mean the total amount of undiscounted per-copy sublicensing fees for UnixWare Release 2.1 (including INTEL and NON-INTEL), SCO UnixWare Release 2.0 ("UW2.0") (including INTEL and NON-INTEL) and UnixWare Release 1.1 ("UW1.1") (including INTEL and NON-INTEL) where LICENSEE is also licensed for such PRODUCTS, accrued during a particular quarter ending either March 31st, June 30th, September 30th or December 31st.
- (b) INTEL shall mean SUBLICENSSED PRODUCTS based on this SOFTWARE PRODUCT which are designed to run on Intel-based (386 and later x86 binary compatible) processors.
- (c) NON-INTEL shall mean SUBLICENSSED PRODUCTS based on this SOFTWARE PRODUCT which are designed to run on processors other than Intel-based (386 and later x86 binary compatible) processors.
- (d) Notwithstanding the definition in the Sublicensing Agreement, DISCOUNT PERCENTAGE for a particular quarter shall be calculated using the following Table 7:

**Table 7. Discount Percentage**

Total of GROSS AMOUNT(s)	Discount Percentage Level	
	INTEL	NON-INTEL
\$1,000 - \$500,000	54%	58%
over \$500,000 - \$1,000,000	56%	60%
over \$1,000,000 - \$1,500,000	58%	62%
over \$1,500,000 - \$2,500,000	60%	64%
over \$2,500,000 - \$5,000,000	62%	66%
over \$5,000,000 - \$10,000,000	64%	68%
over \$10,000,000 - \$20,000,000	66%	70%
over \$20,000,000 - \$30,000,000	68%	72%
over \$30,000,000	Negotiable With Prepayment	

For each applicable quarter listed below in (i) through (iv) of this Section (d), the appropriate Discount Percentage Level obtained from Table 7 shall apply only to the applicable portion of the GROSS AMOUNT (as defined in Section 1(a) of this Exhibit) that is attributable to UW2.1 SUBLICENSSED

CONFIDENTIAL

SCO1040487

SCO•UW2.1TECH•030395•050196

Page 21 of 29

Schedule for  
**SCO® UnixWare® Release 2.1**  
 and  
**SCO UnixWare Release 2.1 International Edition**  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

PRODUCTS under this Schedule for the applicable quarter and not to portions of the GROSS AMOUNT attributable to SUBLICENSSED PRODUCTS distributed under any other UW2.1 Schedule or to SUBLICENSSED PRODUCTS distributed under the Schedules for UW2.0 and UW1.1.

The INTEL DISCOUNT PERCENTAGE applies to the portion of such GROSS AMOUNT attributable to INTEL versions of UW2.1 SUBLICENSSED PRODUCTS distributed under this Schedule and the NON-INTEL DISCOUNT PERCENTAGE applies to the portion of such GROSS AMOUNT attributable to NON-INTEL SUBLICENSSED PRODUCTS distributed under this Schedule.

- (i) For the first quarter, the DISCOUNT PERCENTAGE shall be determined by multiplying the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, by four (4) and then locating the appropriate Discount Percentage Level from Table 7 above.
- (ii) For the second quarter, the DISCOUNT PERCENTAGE shall be determined by calculating the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, for the first and second quarters, and then multiplying the resultant sum by two (2). Then locate the appropriate Discount Percentage Level from Table 7 above.
- (iii) For the third quarter, the DISCOUNT PERCENTAGE shall be determined by calculating the GROSS AMOUNT, as defined in Section 1(a) above in this Exhibit, for the first, second and third quarters, and then multiplying the resultant sum by four-thirds (4/3.) Then locate the appropriate Discount Percentage Level from Table 7 above.
- (iv) For the fourth quarter and each quarter thereafter, the DISCOUNT PERCENTAGE shall be determined by calculating the sum of the GROSS AMOUNTS, as defined in Section 1(a) above in this Exhibit, for the current quarter and the immediately preceding three quarters and then locating the appropriate Discount Percentage Level from Table 7 above.

## 2. PRODUCT AGGREGATION

- (a) Even if LICENSEE elects to aggregate undiscounted per-copy fees as described in 1(a) above, all per-copy fees payable for UW2.1 under another UW2.1 Schedule, or a Schedule for UW2.0 and/or UW1.1 shall be reported and paid as though they were distributions under their respective Schedules.
- (b) Per-Copy Fees for UW2.1 SUBLICENSSED PRODUCTS may not be included in GROSS AMOUNTS used to calculate the DISCOUNT PERCENTAGE for any other SUBLICENSSED PRODUCT except for SCO UnixWare 2.0, unless the Schedule(s) for such SUBLICENSSED PRODUCT(s) expressly allow for the inclusion of such GROSS AMOUNT(s).

## 3. ADDITIONAL TERMS AND CONDITIONS

- (a) With respect to gross per-copy fees that had accrued in a specific quarter but were first included in a report covering a quarter subsequent to such specific quarter, such gross per-copy fees shall be included in the GROSS AMOUNT for the current quarter and such gross per-copy fees shall be eligible for the discount earned in the current quarter. No additional adjustment will be made for discounts earned on previously reported GROSS AMOUNTS. In addition, such late reported gross per-copy fees shall be subject to late payment charges as described in the "REPORTS AND PAYMENTS" section of the Sublicensing Agreement.
- (b) If during a specific quarter LICENSEE notifies SCO that LICENSEE over reported gross per-copy fees in a prior quarter, such over reported amounts shall be deducted from the GROSS AMOUNT for such specific quarter and, after adjustments, shall be used for credits against current or future per-copy fees owed for UnixWare Release 2.1 SUBLICENSSED PRODUCTS.

CONFIDENTIAL

SCO1040488

**SCO•UW2.1TECH•030395•050196**

Page 22 of 29

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

**EXHIBIT G**

**SUPPORT**

1. No support is provided with the delivery of any of these SOFTWARE PRODUCTS. However, LICENSEE may acquire support, if available, for any of these SOFTWARE PRODUCTS from SCO under a separate services agreement on an annual fee basis.



SCO•UW2.1TECH•030395•050196

Page 23 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

EXHIBIT H

CONTENTS OF THIS SOFTWARE PRODUCT

COMPUTER PROGRAMS and documentation included in this SOFTWARE PRODUCT will be supplied on cartridge tapes and/or 3.5" diskettes as designated by SCO.

1. COMPUTER PROGRAMS furnished with this SOFTWARE PRODUCT contain the code that enable LICENSEE to make SCO's version of the following PRODUCTS:
  - SCO's UnixWare 2.1 Personal Edition (2 User/2Processor)
  - SCO's UnixWare 2.1 Application Server (5 User/2Processor)
  - SCO's UnixWare 2.1 Processor Upgrade (Single CPU upgrade for AS & PE)
  - SCO's UnixWare 2.1 User Count Upgrade (For AS only)
  - SCO's UnixWare 2.1 Software Development Kit
  - SCO's UnixWare 2.1 Advanced Merge (Intel Only)
  - SCO's UnixWare 2.1 Server Merge (Intel Only)

The Encryption Utilities commands and functions are not included in SCO UnixWare 2.1 International Edition due to export restrictions.

2. This SOFTWARE PRODUCT contains code that enables LICENSEES to make English, French, Italian, German and Spanish (collectively known as "EFIGS") SUBLICENSED PRODUCTS.
3. This SOFTWARE PRODUCT contains the following hard-copy and/or on-line documentation components:
  - Building the Source Code Product
  - Platform Support Kit Developers Guide
  - SCO UnixWare Release 2.1 Machine Readable Documentation (MRD) and MRD Release Notes

Machine Readable Documentation for SCO UnixWare 2.1 is provided in a mix of formats: SGML, Framemaker, PostScript, and troff. The documentation source offered in SGML, FrameMaker, and troff allows LICENSEE to make modifications. However, to compile the SGML source for viewing in the DynaText browser, LICENSEE needs to license the tools that build the online books for DynaText.

All manual pages are provided in SGML for viewing with the DynaText browser, and a subset of the manual pages in troff is provided for use with the man command.

Documents that are not provided in SGML, are not readable using the Browser. The SOFTWARE PRODUCT documents, which include information on building the product are provided in hardcopy only.

Also provided with the platform Software Product is the set of printed manuals that come with the SCO UnixWare 2.1 product. There are Handbooks, Release Notes, and Overview and installation manuals for the operating system extensions. All of the documents are provided in English, a portion are also provided in French, Italian, German, and Spanish.

This Section is general in nature and may not completely describe this SOFTWARE PRODUCT

SCO-UW2.1TECH\*030395\*050196

Page 24 of 29

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

**EXHIBIT I**

**PRIOR PRODUCTS**

**Under the license granted by this schedule, and provided that AS & PE SUBLICENSED PRODUCT includes Novell NetWare Software, the Products listed below may be used in the United States on DESIGNATED CPUs for UnixWare Release 2.1 and sublicensed, as part of a UW2.1 SUBLICENSED PRODUCT distributed pursuant to this Schedule, for use in the United States as if they were that product. Such PRODUCTS may be used outside the United States on DESIGNATED CPUs for UnixWare Release 2.1 International Edition and sublicensed, as part of a UW2.1 SUBLICENSED PRODUCT distributed pursuant to this Schedule, for use outside the United States as if they were that product. A distribution of any of the Product listed below is not available from SCO under this Schedule. Nothing in this paragraph shall be construed as waiving the requirement for verification and certification set forth in Exhibit D.**

- **SCO UnixWare Release 2.0 \***
- **SCO UnixWare Release 1.1 \***
- UNIX System V Release 4.2 MP, Intel386 Implementation<sup>3</sup>
- UNIX System V Release 4.2 MP International Edition, Intel386 Implementation<sup>3</sup>
- UNIX System V Release 4.2, Intel386 Implementation<sup>4</sup>
- UNIX System V Release 4.2 International Edition, Intel386 Implementation<sup>4</sup>
- UNIX System V Release 4.0, Intel386 Version 4 Implementation
- UNIX System V Release 4.0 International Edition, Intel386 Version 4 Implementation
- UNIX System V Release 4.0, Intel386 Version 3 Implementation
- UNIX System V Release 4.0 International Edition, Intel386 Version 3 Implementation
- UNIX System V Release 4.0, Intel386 Version 2 Implementation
- UNIX System V Release 4.0 International Edition, Intel386 Version 2 Implementation
- UNIX System V Release 4.0, Intel386 Version 1 Implementation
- UNIX System V Release 4.0 International Edition, Intel386 Version 1 Implementation
- UNIX System V/386 Release 3.2
- UNIX System V/386 Release 3.2 International Edition
- UNIX System V Release 3.2
- UNIX System V Release 3.2 International Edition
- UNIX System V Release 3.1
- UNIX System V Release 3.1 International Edition
- UNIX System V Release 3.0
- UNIX System V Release 3.0 International Edition
- All prior releases and versions of UNIX System V Release 2.1
- All prior releases and versions of UNIX System V Release 2.1 International Editions
- All prior releases and versions of UNIX System V Release 2.0
- All prior releases and versions of UNIX System V Release 2.0 International Editions
- All prior UNIX System releases and versions preceding UNIX System V Release 2.0

**Under the license granted by this schedule, and provided that Novell NetWare Software is not included as part of the AS or PE SUBLICENSED PRODUCT, only the Products as identified by the asterisk (\*) above shall be treated as prior Products under this schedule in accordance with the terms described above.**

<sup>3</sup> If LICENSEE previously acquired rights or obtains rights under this Exhibit I to UNIX System V Release 4.2 MP, Intel386 Implementation LICENSEE understands and agrees that the UNIX System V Release 4.2 MP B1/B2 Enhanced Security ("SVR4.2 MP B1/B2 Enhanced Security") SOFTWARE PRODUCT is for use on DESIGNATED CPUs only and may not be included in a SUBLICENSED PRODUCT distributed under this Schedule unless the applicable per-copy fee due under a Schedule for UNIX System V Release 4.2 MP, Intel386 Implementation has been paid.

<sup>4</sup> UNIX System V Release 4.2, Intel386 Implementation contains an object-code only version of the Application Builder software. If LICENSEE previously acquired rights or obtains rights under this Exhibit I to UNIX System V Release 4.2, Intel386 Implementation, LICENSEE understands and agrees that the Application Builder software is for use on DESIGNATED CPUs only and may not be included in a SUBLICENSED PRODUCT distributed under this Schedule unless the applicable per-copy fee due under a Schedule for UNIX System V Release 4.2, Intel386 Implementation has been paid. LICENSEE agrees that it will not attempt to reverse engineer, reverse compile, disassemble or otherwise attempt to create source code which is derived from the object code format of the

SCO•UW2.1TECH•030395•050196

Page 25 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT J**

**ADOBE SOFTWARE**

**1. TERMS AND CONDITIONS**

- (a) If Adobe Software is included in a SUBLICENSED PRODUCT, all terms and conditions specified in Exhibit D apply.
- (b) The licenses granted hereunder are limited to use and subsequent sublicensing of ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS to be used to generate video images on screen displays for computer systems with resolutions of less than 150 dots per inch (dpi) ("Low Resolution Images") or to control the printing of images of 700 dpi or less. LICENSEE agrees that it will not develop or license customer software, that includes ATM OBJECT, that is used, directly or indirectly, (i) to modify UTOPIA FONTS, ATM BASIC FONTS or Typefaces, (ii) to generate UTOPIA FONTS, ATM BASIC FONTS or Typefaces for use other than with ATM OBJECTS, (iii) to generate video images at resolutions of 150 dpi or greater ("Higher Resolution Images"), or (iv) to control the printing of images at resolutions greater than 700 dpi. However, the foregoing limitations shall not be deemed to prohibit the printing of Higher Resolution Images that incorporate, solely for incidental or illustration purposes, bitmap representations of Low Resolution Images generated by the ATM OBJECT.

**LICENSEE may not modify ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS.**

- (c) LICENSEE shall employ, in conjunction with ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS licensed hereunder, serialization or any other mechanism acceptable to SCO to restrict or monitor unauthorized use of ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS. In the event an ATM OBJECT is to be licensed in a network environment and LICENSEE already has some form of restrictive device which precludes a customer from using software without first purchasing a license to use the software for each intended end-user, the LICENSEE shall employ such restrictive device in association with the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS. If it comes to SCO's attention that the restrictive device has been violated and there is unlicensed use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS, the LICENSEE will supply a new restrictive device within fifteen (15) days after the LICENSEE has received notification of such violation. Should SCO be able to demonstrate failure of the restrictive device to reasonably prevent unlicensed use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS, the LICENSEE will immediately stop shipment of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS until corrective measures can be taken. One license is required for each simultaneous use of the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS.
- (d) **AUTHORIZED COPIERS of SUBLICENSED PRODUCT including ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS may be located only in certain countries. A pre-approved list of countries is available upon request. Additional provisions for countries other than the United States may be applicable.**
- (e) LICENSEE will, and have its DISTRIBUTORS, (i) identify the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS in all proposals and agreements with the United States Government or any contractor therefor; and (ii) legend or mark the ATM OBJECT, ATM BASIC FONTS and UTOPIA FONTS provided pursuant to any agreement with the United States Government or any contractor therefor, as pursuant to Sections 10(a) and (b) of Exhibit D of this Schedule.
- (f) LICENSEE may not use any ADOBE TRADEMARKS except pursuant to a separately executed Adobe Trademark license

CONFIDENTIAL

SCO1040492

SCO•UW2.1TECH•030395•050196

Page 26 of 29

Schedule for  
**SCO® UnixWare® Release 2.1**  
 and  
**SCO UnixWare Release 2.1 International Edition**  
 (For Use with the SCO UnixWare Technology Program)  
 May 1, 1996

- (g) If ATM OBJECT is included in a SUBLICENSED PRODUCT, such SUBLICENSED PRODUCT must also include the ATM BASIC FONTS and/or UTOPIA FONTS.
- (h) If UTOPIA FONTS are included in a SUBLICENSED PRODUCT, such SUBLICENSED PRODUCT may only be sublicensed for use with ATM OBJECT.
- (i) If ATM BASIC FONTS are included in a SUBLICENSED PRODUCT, such SUBLICENSED PRODUCT may only be sublicensed for use with ATM OBJECT.
- (j) In addition to the applicable provisions of the Sublicensing Agreement, LICENSEE's DISTRIBUTORS will be required to agree in writing to provisions consistent with and containing the relevant substance of Sections 1(b)-1(i), and 2 of this Exhibit J.

## 2. DEFINITIONS

The following definitions are applicable to Adobe Software PRODUCTS:

- (a) ADOBE TRADEMARKS shall mean (i) the registered trademarks Adobe, Adobe Type Manager and ATM; (ii) the stylistic marks and distinctive logotypes for such trademarks, (iii) TYPEFACE TRADEMARKS, and (iv) other marks and logotypes as Adobe may from time to time designate for its use.
- (b) ATM OBJECT shall mean Object Code Modules comprising the Adobe Type Manager outline font renderer, version 2.0.
- (c) ATM BASIC FONTS shall mean the digitally encoded machine readable outline programs and SCREEN FONTS for generating font typefaces indicated in the ATM BASIC FONTS table listed in this Section.

**ATM BASIC FONTS**

Identifying Trademark	Typeface	Trademark Owner
Helvetica™		Linotype and/or its Subsidiaries
Helvetica	Bold	Linotype and/or its Subsidiaries
Helvetica	Oblique	Linotype and/or its Subsidiaries
Helvetica	Bold Oblique	Linotype and/or its Subsidiaries
Times™		Linotype and/or its Subsidiaries
Times	Bold	Linotype and/or its Subsidiaries
Times	Italic	Linotype and/or its Subsidiaries
Times	Bold Italic	Linotype and/or its Subsidiaries
Symbol		(Public Domain)
Courier		(Public Domain)
Courier	Bold	(Public Domain)
Courier	Oblique	(Public Domain)
Courier	Bold Oblique	(Public Domain)

**SCO•UW2.1TECH•030395•050196**

**Page 27 of 29**

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCOUnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

- (d) **SCREEN FONT** shall mean the applicable digitally encoded machine readable data in bitmap form for screen display and having a resolution of less than 150 dots per inch (dpi) in the plurality of sizes then currently available from Adobe for a single Typeface for use with the associated UTOPIA FONTS. Additional SCREEN FONTS shall be made available in the plurality of sizes for single Typefaces when such SCREEN FONTS become generally available to Adobe for distribution to its LICENSEES.
- (e) **TYPEFACE TRADEMARKS** shall mean any trademark used by Adobe to identify the UTOPIA FONTS and Typefaces.
- (f) **UTOPIA FONTS** shall mean programs for generating Utopia regular, Utopia italic, Utopia bold, and Utopia bold italic Fonts.

SCO-UW2.1TECH-030395-050196

Page 28 of 29

Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996

**EXHIBIT K**

**ADDITIONAL DEFINITIONS**

The following additional definitions are applicable to this Schedule and are in addition to the definitions which appear in the Software and Sublicensing Agreements:

1. **AVERAGE PRICE** for a Software Set is computed as the sum, for the quarter in which such Software Set is shipped, the SCO standard U.S. list price for such Software Set in effect on the first day of the each of the months in such quarter and dividing the resultant sum by three (3). Such list prices shall be exclusive of any promotional or special price decreases.
2. **BINARY CODE** shall mean CODE that loads and executes without further processing by a software compiler or linker or that results when SOURCE CODE is processed by a software compiler.
3. **BUG FIX** means BINARY CODE which corrects a defect in the SUBLICENSSED PRODUCT(s) where such defect result in (i) a system crash or similar state of the machine for which no acceptable circumvention exists or (ii) causes loss of essential functionality in the SUBLICENSSED PRODUCT(s) which cannot be worked around or otherwise circumvented. This term does not mean or include any enhancement, new or upgraded features or any other product improvement regardless of whether provided by SCO, LICENSEE, or any other entity.
4. **CODE** shall mean computer programming code. Unless specifically stated otherwise, CODE shall include BINARY CODE and SOURCE CODE.
5. **MODEL** is any group of computer systems having a particular sales or marketing designation, each of which meets the following criteria:
  - (a) has the identical CPU(s) (except for the clock speed) and number of CPUs;
  - (b) has the identical CPU bus(es) and number of CPU buses;
  - (c) has the identical I/O peripheral bus(es) and number of I/O peripheral buses;
  - (d) runs the identical binary operating system (e.g., same binary code with the exception of driver modifications necessary to support additional peripherals, same documentation, same price) which must be generally available for each computer system in the group;
  - (e) is readily available for purchase by LICENSEE's customers; and
  - (f) has a list price which is no higher than
    - (i) three times that of the lowest priced computer system in the group, or
    - (ii) \$100,000 higher than the lowest priced computer system in the group,whichever is less;  
  
provided, however, that different computer systems having the same sales or marketing designation and the same list price shall not be included in more than one MODEL.
6. **NETWORK OF CPUs** is a collection of one or more remote CPUs and one or more DESIGNATED CPUs connected via a network. Such network may not exceed a 50-mile radius (80 kilometers).
7. **SCO LIST PRICE** is defined as the AVERAGE PRICE of SCO's Software Sets as described in Exhibit C.

CONFIDENTIAL

SCO1040495

**Schedule for  
SCO® UnixWare® Release 2.1  
and  
SCO UnixWare Release 2.1 International Edition  
(For Use with the SCO UnixWare Technology Program)  
May 1, 1996**

of this Schedule, or the last available standard U.S. list price for such Software Sets should such prices no longer be published. Such price shall be exclusive of any promotional or special price decreases.

8. SOURCE CODE shall mean the human readable form of the CODE and related documentation, including all comments and any procedural language.
9. STANDARD SYSTEM is a SUBLICENSED PRODUCT based on UnixWare Release 2.1 that at least meets the following specifications:
  - (a) Implements and conforms to either:
    - (i) Volumes 1, 2, and 3 of the *X/OPEN Portability GUIDE Issue 3 (XPG3)*, or later version, or
    - (ii) *Common APIs for UNIX-based Operating Systems ("SPEC 1170")*, if and when issued as an official industry standard,
  - (b) Implements and conforms to STREAMS I/O interfaces as defined in the STREAMS Manual Pages furnished with the SOFTWARE PRODUCT, and which supports the Driver Kernel Interfaces (DKI) as defined in the Device Driver Reference Manual furnished with the SOFTWARE PRODUCT, and
  - (c) Its packaged as a single software offering.
10. SYSTEM LIST PRICE of as computer system is the manufacturer's suggested retail (list) price, before any discounts are applied, of
  - (a) such computer system; or
  - (b) any computer system included in the MODEL to which such computer system belongs.

Such computer system must, at a minimum, include processor, random access memory, fixed disk and removable disk or tape storage devices (except for diskless workstations, where a network connection is included instead), system console, and SUBLICENSED PRODUCT. The list price for such computer system is the U.S. list price if such computer system is sold in the US. If such computer system is not sold in the US, then the list price shall be that of such computer system in the country specified in LICENSEE's address shown in LICENSEE's Software Agreement. List price changes shall be reflected to SCO quarterly. The list price shall be converted to U.S. dollars at the exchange rate posted on the last day of the reporting quarter.

11. USER is a person, device, or set of processes acting on behalf of or as a person, accessing the SUBLICENSED PRODUCT via a local or remote connection, except where such access is exclusively for routing or gateway functions provided by the SUBLICENSED PRODUCT.

---

SCO UnixWare is a registered trademark of The Santa Cruz Operation, Inc. and NetWare is a registered trademark of Novell, Inc. UNIX is a registered trademark in the United States and other countries, licensed exclusively through X/OPEN Company Limited. All other trademarks are the property of their respective holders.