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

THE SCO GROUP, INC., a Delaware
 corporation,

Plaintiff and Counterclaim-
 Defendant,

v.

NOVELL, INC., a Delaware corporation,

Defendant and Counterclaim-
 Plaintiff.

**NOVELL'S MOTION FOR SUMMARY
 JUDGMENT ON ITS FOURTH CLAIM
 FOR RELIEF**

Case No. 2:04CV00139

Judge Dale A. Kimball

Novell, Inc. (“Novell”), pursuant to Rule 56 of the Federal Rules of Civil Procedure, moves the Court for summary judgment on its Fourth Claim for Relief for declaratory judgment on the grounds that SCO was without authority to enter into the SCOSource licenses.

Rule 56 permits the Court to grant partial summary judgment if the pleadings, discovery, and affidavits show that there is no genuine issue of material fact and that Novell is entitled to judgment as a matter of law. Here, the Court need only apply the plain prohibitions found in the APA to the equally plain text of SCO’s SCOSource licenses to decide this motion.

The APA prohibits SCO from modifying existing SVRX Licenses and from entering into new SVRX Licenses. That prohibition is subject only to limited exceptions. There can be no genuine dispute that those limited exceptions do not apply here. SCO thus was without authority to enter into or amend those licenses.

In addition, Amendment 2 to the APA prohibits SCO from modifying or entering into “buyout” licenses of SVRX rights, without exception. Because, again, it is plain from the face of SCO’s SCOSource license with Sun that it modifies a prior SVRX buyout, SCO was without authority to enter the Sun SCOSource license.

The grounds for this motion are more fully set forth in the accompanying declaration and supporting memorandum filed concurrently herewith.

DATED: December 21, 2007

ANDERSON & KARRENBERG

By: /s/ Heather M. Sneddon

Thomas R. Karrenberg
Heather M. Sneddon

-and-

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of December, 2007, I caused a true and correct copy of the **NOVELL'S MOTION FOR SUMMARY JUDGMENT ON ITS FOURTH CLAIM FOR RELIEF** to be served to the following:

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