

# EXHIBIT 19C

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC., )  
 )  
Plaintiff/ )  
Counterclaim-Defendant, )  
 )  
vs. )  
 )  
NOVELL, INC., )  
 )  
Defendant/ )  
Counterclaim-Plaintiff. )

2:04CV00139

COPY

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Friday, March 23, 2007  
Elizabeth, New Jersey  
10:01 a.m.

Videotaped Deposition of BURT LEVINE,  
taken by Defendant/Counterclaim-Plaintiff, pursuant  
to Notice, held at the Sheraton Four Points Hotel,  
901 Spring Street, Elizabeth, New Jersey, on Friday,  
March 23, 2007 at 10:01 a.m. before Josephine H.  
Fassett, a Certified Shorthand Reporter and Notary  
Public of the State of New York.

SHARI MOSS & ASSOCIATES  
Certified Shorthand Reporters  
877 Cowan Road, Suite A  
Burlingame, California 94010  
(415) 402-0004

1 reporter please swear in the witness?

2 B U R T L E V I N E, the witness, having been  
3 duly sworn, was examined and testified  
4 under oath as follows:

5 EXAMINATION BY

6 MR. BRAKEBILL:

7 Q Good morning, Mr. Levine.

8 A Good morning, sir.

9 Q How are you today?

10 A Very good.

11 Q Have you had your deposition taken  
12 before?

13 A I have.

14 Q Do you understand the rules of a  
15 deposition?

16 A Basically I do.

17 Q Okay. I'm going to ask you a series  
18 of questions to elicit a response from you to my  
19 question. If you have any questions about any  
20 part of what I'm asking you, let me know.

21 Just for the court reporter's  
22 benefit, if you could wait until I finish my  
23 question before answering, the record will be a  
24 lot clearer. Any questions?

25 A No.

1 called License Grant?

2 A Yes.

3 Q And I'll ask you to just look at  
4 that subsection (a). It says "to use, revise,  
5 modify and reproduce licensed products and to  
6 create, use, reproduce and distribute derivative  
7 works in source code form," do you see that?

8 A Yes.

9 Q And then do you see on the next page  
10 there's a subsection (b) that says "to sublicense  
11 to customers the right to create, reproduce, use,  
12 revise, modify, and distribute derivative works in  
13 source code form"?

14 A Yes.

15 Q Okay. Do you understand in  
16 reviewing these provisions of this Buyout  
17 Agreement that you helped draft that through this  
18 Buyout Agreement Sun was getting various source  
19 code rights relating to SVRX?

20 MR. NORMAND: Object to form.

21 A Yes.

22 Q And if you go on to Section 3.2 on  
23 page 4, Mr. Levine, you'll see there's a provision  
24 entitled Use by Sun and Sun's Customers, and  
25 there's a subsection (a) that says, "Subject to

1 paragraph D of this section shall include terms  
2 and conditions that Novell is required by its  
3 third-party suppliers other than Sun to pass on to  
4 its source code sub licensees of licensed  
5 products," do you see that?

6 A Yes.

7 Q And there's also a subsection (b)  
8 that says "shall require that Sun source sub  
9 licensees will protect the licensed products  
10 contained in their derivative works," do you see  
11 that?

12 A (Nods.)

13 Q And then it goes on to a  
14 subsection (c) that says "shall not extend to any  
15 third party including any Sun source sublicensee  
16 and warranty or representation in the name of or  
17 purporting to bind Novell or corporate affiliates  
18 thereof," do you see that?

19 A Yes.

20 Q Based on this language in the Buyout  
21 Agreement that you helped draft, do you understand  
22 that there are other provisions in this Buyout  
23 Agreement concerning Sun's rights in SVRX source  
24 code?

25 MR. NORMAND: Objection to form.

1           A           Other than what you just pointed  
2 out?

3           Q           Correct.

4           A           I don't know what else there is on  
5 source code in this agreement besides that.

6           Q           I meant the -- let me clarify.

7                        The section that we just read in  
8 Section 3.2 does that indicate to you in this  
9 document that you helped draft that Sun was  
10 receiving through this Buyout Agreement source  
11 code rights in addition to what we just read in  
12 Section 3.1 of the agreement?

13          A           This tells me that the source code  
14 rights are what is in 3.1 of the agreement. My  
15 problem is that I thought you were talking about  
16 additional source code rights.

17          Q           Sections 3.1 and 3.2 of this Buyout  
18 Agreement that you helped draft for Sun  
19 Microsystems indicate that through this agreement  
20 Sun Microsystems was being granted rights relating  
21 to source code in SVRX; isn't that right?

22                        MR. NORMAND: Object to the form.

23          A           Through Section 3.1.

24          Q           And 3.2.

25          A           (Reviews.)

1 Purchase Agreement dated September 19, 1995?

2 A No.

3 Q As you sit here today, can you  
4 recollect for me any provisions or terms of any  
5 technology licensing agreement associated with the  
6 Asset Purchase Agreement dated September 19, 1995?

7 A No.

8 Q As you sit here today, do you have  
9 any viewpoints in any way concerning any  
10 amendments to the Asset Purchase Agreement dated  
11 September 19, 1995?

12 MR. NORMAND: Object to the form.

13 A If you, if you direct me to a  
14 specific provision maybe I can comment but I don't  
15 know what you're referring to.

16 Q Without looking at any amendments,  
17 as you sit here today, do you have any viewpoints  
18 concerning any particular provisions of any  
19 amendments including Amendment 1 or Amendment 2 to  
20 the Asset Purchase Agreement?

21 A I couldn't answer that in the  
22 abstract, I don't know. I don't know.

23 Q You don't know if you have any --

24 A If I saw the provisions, I could  
25 comment, but off the top of my head I don't know

1 what to say.

2 Q As you sit here today, do you have  
3 any viewpoints concerning any technology licensing  
4 agreement that was drafted or negotiated in  
5 connection with the Asset Purchase Agreement?

6 A By the technology you mean licenses  
7 from SCO over to Novell?

8 Q Have you heard of the phrase  
9 technology licensing agreement --

10 A I've heard, I've heard the --

11 Q -- in connection with the Asset  
12 Purchase Agreement?

13 A I've heard the expression, yes.

14 Q Do you have any understanding as to  
15 what that means in connection with the Asset  
16 Purchase Agreement?

17 A None. I thought maybe it would be  
18 the grant back of rights but I'm not sure of that.

19 Q I take it that you, as you sit here  
20 today, you don't have any particular viewpoints  
21 about any provisions of any technology licensing  
22 agreement that was negotiated or drafted in  
23 connection with the Asset Purchase Agreement?

24 A No, because I don't know what it is.

25 Q And again it was a long time ago



1 when any amendments or technology licensing  
2 agreement would have been prepared; isn't that  
3 right?

4 A Yes.

5 Q About 12 years ago, correct?

6 A Close.

7 Q And I take it that if you or anyone  
8 wanted to -- let me scratch that.

9 I take it if you wanted to know what  
10 the provisions were in any particular amendment or  
11 agreement that was ancillary to the Asset Purchase  
12 Agreement, you'd go back and look at the contract  
13 to see what its terms were; is that right?

14 MR. NORMAND: Objection to form.

15 A If I wanted to know that, sure.

16 Q At any point in time since the time  
17 frame in 1995 of the Asset Purchase Agreement,  
18 have you gone back and reviewed any of the  
19 contracts concerning the Asset Purchase Agreement?

20 A Reviewed, no.

21 Q Okay. Is it fair to say that you  
22 have not reviewed either the Asset Purchase  
23 Agreement or any of the ancillary documents  
24 relating to the Asset Purchase Agreement, and by  
25 that I mean any amendments or supplemental

