EXHIBIT B

THE YANKEE GROUP

THE YANKEE GROUP REPORT

Indemnification Becomes Open Source's Nightmare and Microsoft's Blessing

Executive Summary

Webster's Revised Unabridged Dictionary defines "indemnification" as "the act or process of indemnifying, preserving, or securing against loss, damage, or penalty; reimbursement of loss, damage, or penalty; the state of being indemnified."

Corporations that use proprietary software, such as Microsoft Volume Licenses, Apple Macintosh and the various flavors of UNIX (e.g., Sun Microsystems Solaris), get indemnification protection. Organizations that opt for free Linux and open source software either get limited indemnification—subject to specific terms, conditions and caps on liability—or they get no indemnification at all.

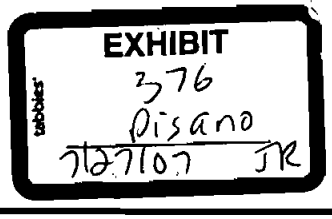
License indemnification will become a nightmare for open source and a blessing for Microsoft Volume Licensing customers and consumers. Indemnification is a big-ticket item and is included as a standard component in proprietary software licensing contracts. That is not the case with Linux, where indemnification is limited or lacking altogether. The necessity of purchasing outside indemnification for Linux could negate the perceived savings of the so-called "free" Linux licenses over Microsoft's proprietary Windows. And in certain instances, Microsoft's more comprehensive and specific indemnification provisions may tilt the total cost of ownership (TCO) equation in Windows' favor, making it more economical than Linux.

Indemnification in the Linux and open source world is a very iffy proposition. It is contingent on a variety of criteria, including hardware and software vendors' individual indemnification policies; which Linux product the corporation elects to use; limited caps on liability; and the Linux or open source customer's specific configuration and implementation. Buyers beware: Organizations that are drawn to Linux and open source by the allure of modifying the core operating system kernel will not be indemnified by their vendors in any lawsuits brought by third parties over any intellectual property (IP) claims involving copyright infringement, patent infringement or theft of trade secret claims. No vendor will warranty or guarantee non-standard software.

The Linux and open source communities have attempted to denigrate and dismiss the importance of indemnification by arguing that the risk to individual businesses—particularly small and medium businesses (SMBs)—is low.

The Yankee Group agrees the chance that a corporation will find itself the unwitting target of a third-party IP lawsuit—such as the ones The SCO Group launched against IBM, DaimlerChrysler and AutoZone in 2003—is low. It's about the same chance that the average taxpayer will get audited by the Internal Revenue Service (IRS).

However, no organization should discount the importance of indemnification in 21st century networks: Low risk can still equal high cost. The threat of shelling out their own money to pay for damages is the reason that the majority of consumers purchase homeowner's insurance, car insurance and life insurance.



The parallels are obvious in the corporate environment. The moment a company is named as a defendant in any type of third-party IP litigation, it loses—regardless of the outcome. Such lawsuits can drag on for years, consuming valuable corporate resources. In the absence of indemnification protection from the vendors, corporations will be forced to expend their own time, money and resources defending themselves.

The question corporations should ask themselves is: Can they afford not to have indemnification from their vendors?

A 2003 economic census report of the estimated cost of litigation prepared by the American Intellectual Property Law Association (AIPLA) in Arlington, Va., revealed that the median cost of defending against a patent infringement suit with $25 million (in IP) at risk is $4 million. It costs considerably more—between $6 million and $8 million—to litigate in large U.S. cities such as New York, Boston and Washington, D.C. These figures only cover the cost of litigation; they do not include damages or the time and resources the company must devote to defending itself.

Businesses pay a premium for Microsoft Volume Licensing and other proprietary software. As part of that premium, proprietary software vendors include indemnification protection. The concept of free open source and Linux software—in which thousands of individuals and corporations contribute to the source code—is fundamentally at odds with the notion that vendors such as Red Hat, Novell SUSE, Mandrakelinux, Debian, Linspire and Turbolinux will assume responsibility and provide their customers with an insurance policy against damages. The Linux distribution vendors control neither the underlying source code nor how their customers might use it. Linus Torvalds, the inventor of Linux, controls the code and he does not certify the origin of the millions of lines of code that constitute Linux.

The software industry is not regulated. That leaves the matter of indemnification up to individual vendors. There is no clear consensus among the Linux distribution vendors regarding how to deal with this matter. The only group response thus far has been the initiation of a legal defense fund to assist customers that might be threatened by The SCO Group's ongoing copyright infringement suit.

Nowhere is the split over indemnification more evident than among the Linux OEM hardware vendors. This underscores the nebulous nature of open source and Linux warranties and protection, and the potential risk to the customer.

IBM—the world's number-one computer maker and a driving force in the Linux market—won't assume the risk. IBM has thus far slammed the door shut on offering any indemnification for its hardware customers running Linux distributions. Company executives stated publicly that it is the responsibility of the Linux software distribution vendors, such as Red Hat and Novell, Inc.'s SUSE, to indemnify customers.

Hewlett-Packard (HP)—the number-one Linux hardware vendor by revenue—quickly moved to provide limited, specific indemnification to its customers against the SCO lawsuit. Martin Fink, vice president of HP's Linux group, said his firm would do "the right thing and stand behind its customers." To date, though, HP's Linux indemnification provisions extend only to the SCO lawsuit.

Another inescapable fact is that Linux and open source distribution vendors simply do not have the money or the resources of companies such as HP, IBM, Microsoft, Oracle, SAP, Siebel and Sun Microsystems. Linux vendors do not charge licensing royalties for their software. Therefore, they cannot afford to provide the same high level of protection in the event their customers are sued by third parties.

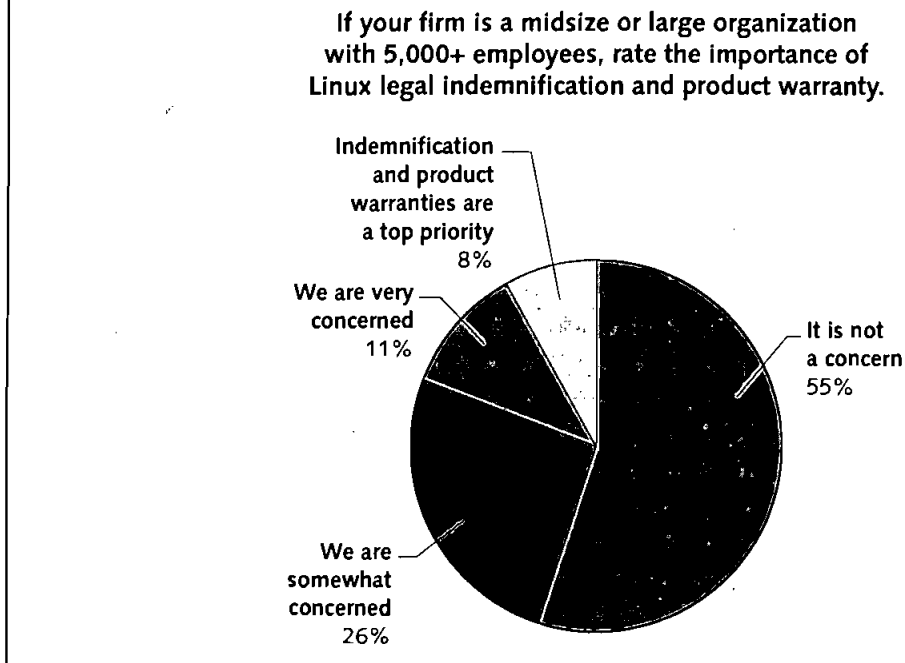
Corporations—particularly large enterprises in heavily regulated industries such as banking and finance, healthcare, legal, defense and government—are mandated by law to carry indemnification. The latest independent, joint Yankee Group/Sunbelt Software, Inc. survey of 1,000 organizations indicates that open source and Linux indemnification is more of an issue late in calendar year 2004 than it was in early 2003 when SCO launched its lawsuit. The Yankee Group 2004 Windows, UNIX & Linux Comparison Survey shows that indemnification is a concern for 45% of midsize and large enterprises with more than 5,000 employees (see Exhibit 1). That is a marked increase from the 8% of businesses that answered "Yes" to the same question in June 2003.

Because corporate networks are increasingly interconnected via intranets, corporate extranets and the internet, and litigation is an ever-present threat, indemnification protection should be a priority for all businesses.

Exhibit 1.

Indemnification Concerns

Source: The Yankee Group 2004 Windows, UNIX & Linux Comparison Survey



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I. Introduction

Corporations that use proprietary Microsoft Windows and Office software get the broadest, most comprehensive indemnification coverage in the industry because it's bundled into the cost of the license. Corporations that use open source and Linux distributions receive only conditional, limited indemnification protection—or in some cases, none at all—because they don't pay for the license. That leaves them with several options:

- Assume the risk and manage without indemnification
- Use the limited indemnification provided by the Linux vendor
- Purchase outside indemnification from a firm such as Open Source Risk Management (OSRM) at a premium, which will significantly add to the open source TCO.

Before SCO's decision to initiate a $1 billion copyright infringement suit against IBM in March 2003, Linux and open source users thought little about indemnification. That's because Linux and open source products were not widely deployed in enterprise environments. It was not an issue.

Indemnification is routinely incorporated into the terms and conditions (T&Cs) of corporate and consumer purchasing and licensing agreements. As Linux and open source gain more acceptance and become more widely deployed, indemnification—or the lack thereof—is much more crucial.

The minute a corporation gets sued, it loses. A corporate Linux or open source user that lacks indemnification and product warranty will expend its own time, money and resources fighting the legal action. In addition to the obvious potential monetary costs associated with a protracted litigation, there are other pitfalls. A corporation that is involved in litigation risks incalculable loss to its reputation. Ongoing litigation could deter existing and prospective customers from signing on new business.

Corporations should view indemnification the same way consumers view their homeowner's or automobile insurance policy. Consumers purchase insurance premiums to protect themselves in the event that something goes wrong—not because they believe their houses will be struck by lightning or wiped out by fires, floods or an act of God.

When performing a risk assessment, it's important that businesses familiarize themselves with the facts. Licensing indemnification is a provision within a software or hardware licensing agreement that protects the customer in the event outside issues arise. In the context of software licensing contracts, indemnification provides the customer with a vendor warranty that the software does not infringe on anyone's intellectual property rights such as a patent or copyright. The intent is to protect the customer in the event of a third-party lawsuit. The indemnification provisions in software contracts differ by individual vendor. In some agreements, the indemnification clause is broad and nebulous. It's not unusual to find language such as "...the vendor agrees to use best efforts to work with the customer in the event of a third-party copyright or patent infringement suit..." Some contracts, such as Novell's SUSE Linux enterprise offering, place a cap on the amount of indemnification. In Novell's case, the liability cap is $1.5 million per customer.

In some cases—such as free open source software, beta test software, steeply discounted software or software produced by nonprofits—the vendor may not realize enough of a profit to justify the cost of indemnifying its customers. Most often, so-called "free" open source software requires the customer to accept and assume the liability risk.

By contrast, Microsoft—which in the past has been criticized for the cost of its Volume Licensing Agreements when compared to free Linux—provides some of the most specific and comprehensive indemnification provision in the industry. Microsoft's new Volume License Indemnification provision provides full indemnification with no liability cap and outlines several specific remedies or actions the Redmond, Wash., software giant will take on its customers' behalf, including:

- Removing the infringing code
- Replace the infringing code with compliant code
- Rewriting the infringing code to make it compliant
- Litigating on the customer's behalf—if Microsoft feels there is no infringement

The Yankee Group advises corporations to review the T&Cs of each of their individual licensing contracts with their corporate attorneys or outside counsel to determine if they have adequate indemnification coverage. In the absence of indemnification or strong, specific indemnification provisions, corporations might find themselves the target of an intellectual property lawsuit that they would be forced to defend using their own time, money and resources.

II. Data and Analysis

The open nature of Linux and open source presents unique challenges to vendor and customer indemnification. Many versions of Linux distributions are available, and even more flavors of open source code are easily downloadable from the web. In the latter instance, it may be difficult or impossible to trace the origins of the software or to ascertain whether a software developer inserted code into a version of Linux or an open source application that infringed on another firm's legally held patent or copyright.

Additionally, a major allure of Linux and open source software is the ability for developers, corporate and consumer customers to modify the core kernel. This is actually a double-edged sword. The upside of modifying the core code base is getting the exact functionality you want. The downside is that once the code is modified, *none* of the Linux software distributors or hardware OEM vendors will assume the risk and responsibility for indemnification: You are on your own.

Comparison of Vendor Indemnification Provisions

All indemnification provisions are not created equal.

IBM

Although IBM offers normal indemnification on other software running on its servers and PCs, it doesn't even offer limited liability for Linux. The company stubbornly clings to its "no indemnification" policy. Amazingly, IBM executives cite the SCO lawsuit as their reason for balking on indemnification. "If we give indemnification, it does not get this over with," according to public statements by Irving Wladawsky-Berger, IBM's vice president of technology and strategy at a LinuxWorld event. "We believe the suit has zero merit," Wladawsky-Berger added.

His statements beg the question: If IBM believes the SCO lawsuit has "zero merit," why does it refuse to offer its users'—who pay hefty premiums for IBM products and services—standard indemnification?

If the SCO lawsuit is baseless as IBM believes, then indemnification would cost it nothing. Of course, if the improbable happens and SCO wins, the costs to IBM could be staggering.

But forget about SCO. Imagine there is no SCO lawsuit. How, then, does IBM—the world's number-one computer maker—justify *not* providing basic indemnification to its customers, particularly when some of its largest customers are required by law to carry indemnification? Should SCO lose, as many believe it will, there is nothing to preclude other individuals or organizations from filing similar lawsuits. IBM's failure to defend its paying customers is inexcusable. By denying its customers, IBM is reducing Linux to a yard-sale operating system. Even used cars come with limited warranties. IBM has world-class technology and a global services organization that is second to none. It is a driving force on every major standards committee, including the emerging web services market. However, when it comes to Linux indemnification, IBM's complete unresponsiveness is outrageous and unacceptable.

Hewlett-Packard

In September 2003, HP became the first company in the Linux and open source community to provide indemnification protection. HP currently provides Linux customers with indemnification against the SCO Group lawsuit only. There are specific terms and conditions attached to HP's indemnification plan, according to Martin Fink, HP's vice president of Linux based in Fort Collins, Co. To qualify for indemnification, corporations must:

- Agree not to make any alterations to the Linux Source code
- Allow HP to provide the Linux distribution (HP ships products with Linux versions from Red Hat, SUSE, Debian, Red Flag and others)
- Sign HP data center service and support agreements covering server hardware and Linux OS
- Use HP hardware (Exceptions to this condition will be considered on a case-by-case basis)
- Sign an indemnity agreement that requires the enterprise customer to allow HP to exclusively assume rights over all defense and language should the customer be sued by SCO for Linux code violations (Fink said this action protects both the customer and HP)

Microsoft

Microsoft provides the broadest, most specific indemnification available in the industry. If a corporate customer licenses Microsoft software through the Volume License channel, Microsoft will compensate that customer for any legal costs should *any* company assert *any* type of IP infringement claim related to the software covered by the license agreement. All Microsoft Volume Licensing customers automatically receive this protection.

As of November 10, Microsoft expanded its indemnification to include consumers and corporate customers. Microsoft's IP indemnification for Volume Licensing is comprehensive and does not include a cap. It addresses customer requests that Microsoft completely cover damages and settlements on IP claims that are within its control.

There are some reasonable limitations for claims that are not solely within Microsoft's control. For example, Microsoft will not indemnify for damages arising from non-Microsoft components.

Novell

Headquartered in Cambridge, Mass., Novell, Inc. provides Novell customers running SUSE Enterprise Linux Server versions 8 and 9 with limited indemnification against copyright infringement claims made by third parties under the following conditions:

- Customers must purchase upgrade protection agreements.
- Customers must purchase a qualifying technical support contract from Novell or a qualified Novell or SUSE Linux channel partner.
- Customers must adhere to the specific terms and conditions of the contract.

- Novell caps liability at $1.5 million per customer or 125% of a customer's contract with the company. In various published news reports, Novell's general counsel Joseph LaSala said that, "customers would continue to be liable for damages above that amount."
- Thus far, only Novell's SUSE Enterprise Linux Server version 8 and 9 customers are eligible for indemnification.

Red Hat

Red Hat, Inc. unveiled its Open Source Assurance program at LinuxWorld in August. The program includes an intellectual property, which guarantees customers that should an infringement issue crop up in Red Hat Enterprise Linux code, the Linux distributor will replace the infringing code. In the event of an IP dispute, Red Hat will replace infringing code or obtain the IP rights it needs for code it already shipped. The Red Hat IP Warranty also promises that the company will do one of three things if it is found to have infringed third-party IP rights:

- Obtain the right for customer to continue to use the software
- Modify the software so that it is non-infringing
- Replace the infringing component with a non-infringing component

The IP Warranty is available to Red Hat Enterprise subscription holders and it covers *only* current and future versions of Red Hat Enterprise Linux. It doesn't promise to compensate customers for downtime, incompatibilities or legal expenses in the event of an IP dispute.

Sun Microsystems

Sun Microsystems provides extensive indemnification for its UNIX-based Solaris operating system and its Open Source software.

Potential Patent Infringement

In August 2004, OSRM released the results of a commissioned survey that showed Linux infringed on 283 patents. IBM holds approximately one-third of those patents and Microsoft holds 27. These patents have been issued but not yet validated by the courts.

The Yankee Group receives queries almost daily from its enterprise customers asking what will happen if a serious IP suit is brought against one of the Linux software distribution vendors and how such a suit will affect customers. Corporations are rightly concerned about whether Novell, Red Hat, Mandrakelinux, Debian, Turbolinux and others have the financial resources to address such a suit.

There is no clear-cut answer. The two top Linux distributors—Red Hat and Novell's SUSE—do not have the revenue or the resources of IBM, HP, Oracle, Dell or Microsoft. Nonetheless, as IBM, HP, Oracle and others move into the Linux space, they have partnered with Linux and open source organizations to form a Linux defense fund to assist companies and software developers that might be the target of litigation such as the SCO lawsuit. IBM contributed $3 million to the fund. Although such goodwill gestures make for good publicity, in the event a wide-ranging legal battle involving dozens, hundreds or thousands of corporate enterprises, the so-called "communal defense funds" would not provide customers with money to cover all or most of their legal fees. A serious challenge to Novell or Red Hat could severely strain and overtax those firms' resources.

Section 7 of the GPL patent prohibits a distributor from taking a "royalty bearing patent license." So the distributor cannot pay an IP patent holder for someone else's patent, or it will risk losing its license. That's why you don't see things such as MPEG (an audio/video standard) in Linux. The MPEG vendors charge a licensing fee and the Linux and open source organizations do not. That begs the question: If the Linux distributors and the channel partners have not secured the patent rights, who does?

The OSRM report issued in August 2004 created a stir when it stated there are "283 patents that were infringed by Linux." IBM owns one-third of those and Big Blue executives stated publicly at LinuxWorld that IBM does not intend to assert its rights over the Linux kernel. But the company has not put that in writing. Additionally, IBM's comments only cover the Linux kernel. The executives made no mention of when or if IBM would assert its rights over the GUI and LDAP portions of the code—but the possibility and the issue remain open. IBM hasn't issued any further statements or clarifications. However, corporations should be aware that IBM realizes more than $1 billion in annual revenue from patent royalties.

Patents are big business and can represent significant revenue or a drain on a company's finances if it is forced to defend or settle a patent infringement or copyright suit. IBM rival Microsoft spent $1.4 billion in 2003 alone on licensing third-party patent rights and settling lawsuits. Among the third-party lawsuits Microsoft settled were the Intertrust suit covering digital rights management; a settlement with Sun Microsystems on Java, which also included a broad cross-license agreement of the two companies' patent portfolios; and numerous one-off deals covering issues such as user interfaces and firewalls Copyright and patents are big business. With so much royalty money at stake, it's foolish to think that vendors will not enforce their rights if an infringement threatens a significant revenue stream. Linux is no longer a hobbyist's toy; it's becoming a commercial mainstream product and is assuming all of the advantages, risks and liabilities that accompany commercial software.

III. Conclusions and Recommendations

Conclusions

Corporations should weigh *all* of their options—both technical (performance, reliability, scalability, security, etc.) and business (cost, liability, viability of the vendor)—before purchasing any software or hardware equipment.

Litigation is becoming more commonplace. Therefore, customers owe it to themselves to pay close attention to the availability and type of indemnification offered by their vendors. This is especially true of customers in specific vertical markets that are subject to heavy regulatory considerations such as healthcare, legal, government, insurance, finance and defense firms. For these companies, indemnification may not be an option—it may be mandated by law. More regulations are taking effect all the time. Because it's free, open source software generally has only limited indemnification provisions. Indemnification will not be available at all if the corporation customizes or modifies the code. As Linux distributions increasingly move into the commercial enterprise sector, Linux software distributors and OEM hardware vendors find themselves under pressure to provide indemnification. Only the individual corporation can decide whether the Linux and open source indemnification provisions are adequate or inadequate.

The Yankee Group believes that as networks grow in size, scope, complexity and interconnectivity, indemnification takes on a much more pivotal role in the organization. Nearly every business from the smallest SMB to the largest enterprise now depends on its networks—from core desktop hardware and client software to mission-critical applications—to do business. Each day, more businesses construct corporate extranets to enable their business partners, customers and suppliers to access their applications and data. As the level of usage and connectivity rises, so does the level of risk.

For companies in heavily regulated industries, such as finance, healthcare, insurance, legal, defense and government, indemnification is not an option—it is a requirement mandated by law.

For those firms for whom broad comprehensive indemnification is optional, the questions to answer are: "How big a risk is our company willing to assume?" and "How much can the company afford to lose?"

Not all of the potential losses can be measured in dollars and cents. For example, IP litigation is a considerable drain on a firm's resources and the intellectual capital of its executives, software developers and network administrators, who may be deposed and testify during the lawsuit. This can affect daily operations and software development. Ongoing litigation also can adversely affect a company's reputation and possibly result in delays or loss of new business.

Recommendations

The Yankee Group advises all companies to thoroughly review the terms and conditions of their existing and proposed licensing contracts. We also make the following recommendations:

- **Ensure your corporate attorneys as well as the appropriate network administrators and software developers are involved in contract review.**
- **If you don't have inside corporate counsel, engage the services of an outside legal firm specializing in indemnification.**
- **Make sure there are no secrets among the various departments in your organization.** That means the software developers should communicate with and inform their superiors and corporate attorneys of how they develop applications.
- **Implement and strictly enforce a policy that your company will not use software of unknown origins to construct its applications.** If you can't vouch for the validity and legality of the code, don't insert it into your software.
- **Highlight any confusing or nebulous indemnification provisions in your licensing contracts.**
- **Engage in frank and open dialogue with your vendors.** Don't be embarrassed to say you don't understand something. Keep asking for clarification until it's clear.
- **Determine whether individual vendors' indemnification terms or lack of indemnification protection meet your company's business requirements.** If they don't and your firm is in a regulated industry that requires indemnification, this may be a deal-breaker.
- **If your firm elects to proceed with a Linux and open source implementation, allocate the necessary capital expenditure funds to purchase third-party indemnification and asset management protection.**

IV. Further Reading

Yankee Group Application Infrastructure & Software Platforms Reports

Microsoft Windows Small Business Server 2003 Takes Off and Propels Partners' Revenue Growth, August 2004

Linux, Windows and UNIX TCO Comparison, Part 2, June 2004

Linux, Windows and UNIX TCO Comparison, Part 1, May 2004

Enterprises Worldwide Finally Plan to Increase IT Spending on Long-Overdue Software Upgrades, March 2004

Microsoft Readies Longhorn but Tells Users Not to Hurry Up and Wait, February 2004

Microsoft Revamps Software Assurance Licensing Plan, December 2003

Top Vendors Already Stake Their Claims in Web Services, December 2002

Yankee Group Application Infrastructure & Software Platforms Research Notes

Security Flaws Shadow Windows Operating Systems, February 2004

Microsoft Launches New Security Initiatives, November 2003

Microsoft Offers Six-Figure Bounty for Capture of Outlaw Virus Writers, November 2003

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We offer advisory services on almost 30 selected topics in Telecommunications; Wireless/Mobile Communications; Consumers, Media & Entertainment; and Information Technology Hardware, Software & Services.

Decision Instruments

The Yankee Group offers a full portfolio of technology and market forecasts, trackers, surveys, and total cost of ownership (TCO), return on investment (ROI), selection and migration tools. Decision instruments provide our clients the data required to compare, evaluate or justify strategic and tactical decisions—a hands-on perspective of yesterday, today and tomorrow—shaped and delivered through original research, in-depth market knowledge and the unparalleled insight of a Yankee Group analyst.

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Surveys take the pulse of current attitudes, preferences and practices across the marketplace, including supply, delivery and demand. These powerful tools enable clients to understand their target customers, technology demand and shifting market dynamics.

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The Yankee Group's signature events provide a real-time opportunity to connect with the technologies, companies and visionaries that are transforming Telecommunications; Wireless/Mobile Communications; Consumers, Media & Entertainment; and Information Technology Hardware, Software & Services.

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Thousands of clients across the globe have engaged the Yankee Group for consulting services in order to hone their corporate strategies and maximize overall return.

WHAT IT MEANS

IMPACT OF LINUX FUD IS LIMITED

The impact of the SCO lawsuit appears to be limited, and there is no reason to further qualify any of Forrester's previous recommendations about adopting Linux as an enterprise platform.

METHODOLOGY

Forrester fielded an online survey via email solicitation to 36 North American companies with more than $1 billion in annual revenues. We motivated respondents by offering them a summary of the survey results and a chance to win one of two $50 Amazon.com gift certificates.