

# **EXHIBIT 2**

UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH - CENTRAL DIVISION  
CASE NO. 2:04 CV 00139

THE SCO GROUP, INC., a Delaware  
corporation,

Plaintiffs and Counterclaim Defendants,

vs.

NOVELL, INC.,

Defendants and Counterclaim Plaintiffs.

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VIDEOTAPED DEPOSITION UNDER ORAL EXAMINATION OF

WILLIAM BRODERICK

DATE: February 1, 2007

REPORTED BY: MICHAEL FRIEDMAN, CCR

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1 then over the years I have worked -- we in  
2 the legal department, we've had meetings and  
3 discussed contracts and terms, and why they  
4 were included and why we will not change  
5 them, or why we would.

6 When we were Santa Cruz, we would  
7 have staff meetings, and occasionally during  
8 each of the -- during the staff meetings  
9 somebody would be assigned to discuss a  
10 certain aspect of a contract.

11 Q Any other training sessions  
12 you can think of?

13 A Not right now.

14 Q Have you ever received written  
15 materials at any of those training sessions  
16 that you kept?

17 A No.

18 Q So, I mean, I'm not familiar  
19 with -- I don't have firsthand knowledge of  
20 someone in your line of business and  
21 expertise, but I'm just wondering, is there  
22 a -- I use the word treatise.

23 Is there some kind of Bible  
24 you look to when questions come up, how to  
25 draft materials, or some kind of guide book,

1 yourself.

2 A (Witness reviewing.)

3 Okay.

4 Q Can you just read the first  
5 sentence out loud?

6 A "My understanding of the sale of  
7 the UNIX assets from Novell to Santa Cruz was  
8 that the UNIX copyrights were transferred."

9 Q What's the basis for your  
10 statement there?

11 A It's an understanding of the asset  
12 purchase agreement, and discussions with  
13 people at Santa Cruz.

14 Q Why don't you tell me about  
15 the people at Santa Cruz who you discussed  
16 this with.

17 A Well, actually, it was more than  
18 the people at Santa Cruz. It was -- with the  
19 discussions, once we were told that the  
20 business was being sold to Santa Cruz, we had  
21 company-wide meetings.

22 And then we had smaller meetings  
23 within the functional groups, when we were  
24 identified which company we were going to be  
25 with.

1 anything like that that you have in your  
2 office?

3 A No. The agreements were prepared  
4 with review with the corporate attorneys, and  
5 we work with those agreements, and we will  
6 occasionally go through the agreements and  
7 see if they need to be updated for any reason  
8 with -- with in-house legal, and I work with  
9 the agreements.

10 MR. PERNICK: Let's take a break.

11 THE VIDEOGRAPHER: Off the record.

12 10:44.

13 (Brief recess taken from 10:42 to

14 10:51.)

15 THE VIDEOGRAPHER: Stand by,  
16 please. Back on the record, 10:52.

17 Q Mr. Broderick, could you look  
18 at what we've marked at Exhibit 29, which is  
19 your declaration in the SCO versus IBM case  
20 dated November 7, 2006. Actually, I think  
21 this declaration says it's in connection with  
22 both the IBM case and this case, but here's  
23 that declaration.

24 I would ask you to look at  
25 paragraph 7, please. You can just read it to

1 Q Are you still at Novell when  
2 you say you had those meetings?

3 A I think we were still officially  
4 Novell employees, and there was one or two  
5 company-wide meetings held in the cafeteria  
6 in the building in Florham Park, and then we  
7 had separate -- what I would call breakout  
8 meetings.

9 There were a lot of transition  
10 teams set up, and we had meetings related to  
11 contracts, and there was a contracts  
12 transition team which included people from  
13 Santa Cruz and Novell, and we had discussions  
14 with them.

15 Q Are you saying that in some or  
16 all of these meetings, it was said that  
17 copyrights were transferred from Novell to  
18 Santa Cruz?

19 A There was no --

20 MR. NORMAND: Objection to form.

21 A There was no specific discussion of  
22 copyrights, but in the initial company-wide  
23 meeting, we were told -- I believe the  
24 wording was Novell is going to focus on its  
25 core technology, which is Net Ware, and

1 they're going to be selling the UNIX Ware  
2 business to Santa Cruz.

3 And then in the breakout meetings,  
4 we discussed it further, and we were told  
5 they sold all right, title and interest in  
6 the business, which was defined as the UNIX  
7 and UNIX Ware business, and to the assets of  
8 the business, and the assets were described  
9 as the source code, the binaries, development  
10 projects, all contracts.

11 And our opinion as contracts  
12 people, if you sell all right, title and  
13 interest in the assets, the assets include  
14 source code. Well, if you're selling all  
15 right, title and interest in the source code,  
16 the copyrights go.

17 It was not -- they were not  
18 specifically addressed in any of our  
19 discussions, because it was just assumed  
20 totally illogical for copyrights not to go  
21 with the source code if you're selling all  
22 title, right and interest in the source code.

23 Q But to clarify, nobody said in  
24 any of these meetings that the copyrights  
25 were also being transferred to Santa Cruz.

1 Is that right?

2 MR. NORMAND: Objection to form.

3 A I don't remember anybody  
4 specifically discussing copyrights, except to  
5 the point in some of the meetings they talked  
6 about activities related to changing the  
7 copyright notices in the source code to Santa  
8 Cruz Operation, Inc.

9 Q In UNIX code?

10 A In the source code products. It  
11 was a long time ago. I don't remember if  
12 they identified which one.

13 I think they were just talking  
14 about source code product activities, and  
15 developers, if they had time to do certain  
16 things.

17 Q Do you remember what meeting  
18 that was, when it took place, where it took  
19 place, anything like that?

20 A During the transition time, people  
21 were talking about activities necessary to  
22 move the business to Santa Cruz, and there  
23 were a lot of meetings going on with trying  
24 to identify activities that had to be done,  
25 who would do them, who was staying at Novell,

1 who was going to Santa Cruz, who was going to  
2 HP, who was not, and who would be doing what  
3 functions, and did we have resources to get  
4 everything done, what the timing would be.

5 Q Do you remember who said that  
6 there was going to be work on changing the  
7 copyrights in the source code?

8 MR. NORMAND: Actually, did you  
9 hear the question? What was the  
10 question?

11 (Whereupon the record was read back  
12 by the reporter.)

13 A It would be a guess. I'm trying to  
14 picture the meetings and the discussions that  
15 were going on, and the probable people -- it  
16 would be a guess.

17 You would have to confirm it with  
18 those people. I believe John Maciaszek would  
19 have been involved in it, in the discussion,  
20 possibly Lisa Osmik.

21 She was on the technical side.  
22 There were a lot of meetings and a lot of  
23 people going in and out, and a lot of  
24 discussions going on.

25 Q Do you remember ever seeing

1 anything in writing saying that we need to  
2 change the copyrights in the source code?

3 A No, I don't.

4 Q Did you ever look for anything  
5 on that topic?

6 MR. NORMAND: Objection, form.

7 Q Did you look for any written  
8 materials saying that?

9 A No, I didn't, but as I said  
10 earlier, it was illogical for the  
11 copyrights -- if they were selling all  
12 rights, title and interest in the source  
13 code, it was illogical for the copyrights not  
14 to go, so there was not a concern, something  
15 we went looking for.

16 Q Why would that be illogical?

17 A Well, part of all right, title and  
18 ownership in the source code would include  
19 the copyrights. Otherwise, how could you  
20 protect your source code, if you don't own  
21 the copyrights?

22 Q Can you just sell source code?  
23 Can't you just give someone the code?

24 A Oh, you never give anybody source  
25 code without very strict licensing