

EXHIBIT 5

March 3, 2010

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Via E-mail

Edward J. Normand
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Re: *The SCO Group, Inc. v. Novell, Inc.*

Dear Ted:

We are responding to the questions raised in your August 8, 2007 e-mail to David Melaugh regarding certain documents on Novell's privilege log. As you previously noted, the dialogue on this issue was discontinued following the Court's August 10, 2007 summary judgment ruling. At your request, we are resuming that dialogue.

Novell asserts the attorney-client privilege and/or work-product protection with respect to all of the documents referenced in your e-mail. As noted in Mr. Melaugh's letter of July 17, 2007, none of the documents pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16. Accordingly, the documents are of no relevance to this case. Furthermore, Novell does not agree that the testimony of Novell's former employees effected a waiver of the privilege with respect to these documents.

We provide the following answers to your specific questions concerning the indicated Novell privileged documents:

WS-2, 3, 4, 6, and 7: What aspects of Amendment No. 1 are at issue?

As noted in Mr. Melaugh's letter of July 17, 2007, these documents include drafts of Amendment No. 1. The documents are privileged and Novell will not reveal their substantive content. We can confirm, however, that the drafts of Amendment No. 1 include redline edits, none of which pertain to copyright transfer or any modification of rights under § 4.16.

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466: What aspects of the Operating Agreement are at issue?

This document includes a draft of the Operating Agreement with some editorial remarks, none of which pertain to copyright transfer or rights under § 4.16. The document is covered by the attorney-client privilege and Novell will not reveal its substantive content.

469-70: What are the referenced “development agreements”?

The development agreements referenced in these documents include agreements with Microsoft, AT&T, Intel, Compaq, and several other parties.

478: What “notification” to the customers is at issue?

This is a privileged memorandum pertaining to notifications to be sent to customers regarding the assignment of agreements to SCO. The document does not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

485-96: What aspects of the disclosure schedule are addressed in the referenced communications?

These are fax cover sheets, drafts of APA attachments, and drafts of APA disclosure schedules containing certain editorial remarks. The edits in the documents do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

525-31: What aspects of the agreements at issue are addressed in the referenced communications?

These are drafts of the Bill of Sale, Assumption Agreement, and CEO Certificate, plus a fax cover sheet and a cover note. Nothing in these documents pertains to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

540-50: What aspects of the agreements at issue are addressed in the referenced communications?

These are drafts of the Operating Agreement and related communications, containing certain editorial remarks. The edits in the documents do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

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799-800, 861: What aspects of the agreements are at issue in the referenced communications?

These are drafts of the Operating Agreement. Any edits in these documents do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

WS-5: What aspects of these agreements are highlighted or addressed in the e-mail?

These are drafts of the Technology License Agreement, Strategic Development Agreement, and Operating Agreement, containing certain editorial remarks. The edits in the documents do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

510-11: What is the general nature of the assertedly privileged referenced communications?

These are letters from Wilson Sonsini to Novell disclosing potential conflict issues in connection with Wilson's engagement on Novell's behalf. Nothing in these documents pertains to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

518-20: What aspects of the Netware license are at issue in the referenced communications?

These are communications regarding the drafting of the Novell-SCO Netware license. These communications do not contain information pertaining to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

532, 535: What aspects of the ruling are at issue in the referenced communications?

These are memoranda regarding the KPMG ruling request. These documents do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

551: What is "Novell-KK"?

Novell KK is Novell's Japanese subsidiary.

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648: What antitrust issues are at issue in the referenced communication?

This letter from Wilson Sonsini to Novell contains no information pertaining to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

649: What about the SEC is at issue in the referenced communication?

This document contains notes of Wilson Sonsini attorney Tor Braham. The notes contain nothing pertaining to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

853: What aspects of the disclosure schedule are at issue in the referenced communication?

This a draft disclosure schedule containing certain editorial remarks. The edits do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

865-67: What about the transfer of licenses is at issue in the referenced communications?

These documents pertain to the transfer of certain development agreements to SCO. They do not pertain to the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

WS-9: WS-9 is described as concerning Amendment X but is dated “10/30/95.” Please clarify.

This document should have been described as handwritten notes regarding a telephone conversation with Ed Chatlos concerning certain royalties. The notes contain no information regarding the negotiation of the APA or its amendments on the issues of copyright transfer or rights under § 4.16.

Sincerely,

/s/ Daniel P. Muino

Daniel P. Muino