

APPENDIX A**Novell's Privilege Objections During Select Depositions**May 10, 2007 Deposition of Gregory Jones

Subject of Inquiry	Line & Page
As a general matter, communications between Novell and outside counsel regarding the negotiation of the APA.	14:15-15:24
Discussions with Mr. Braham regarding anything beyond the information in his declaration.	87:23-88:19
Novell's efforts (in connection with SuSe Linux deal) to consider whether Linux would implicate the APA or TLA.	205:18-206:9; 223:18-226:12

April 27, 2007 Deposition of Aaron Alter

Subject of Inquiry	Line & Page
Nature of Mr. Alter's/Mr. Braham's/Wilson Sonsini's discussions with David Bradford as Novell General Counsel.	13:3-9
Discussions between Wilson Sonsini and Novell in 1995 regarding the prospect of retaining intellectual property in UNIX and UnixWare.	45:9-18; 46:6-12; 48:6-10
At time the APA and TLA were executed, did Novell regard as unreasonable the limitations set forth on how Novell could use the licensed technology in Novell's products?	107:9-15
Discussions between Novell counsel (or Mr. Braham) on one hand and Mr. Alter on the other when this litigation first arose.	15:10-17

February 8, 2007 Deposition of Joseph LaSala

Subject of Inquiry	Line & Page
Mr. LaSala's view as to whether SCO had right to copy or reproduce source code.	14:7-15:8
Novell's efforts to find signed copy of Amendment No. 2.	32:9-33:6
Timing of Novell/IBM joint defense agreement.	60:18-61:23
Stone employment termination.	81:13-88:21
His view of the merits of SCO v. IBM.	98:12-100:9

His understanding as to whether anyone at Novell spoke to drafters of Amendment No. 2.	121:10-122:1
How it came to pass that he executed a SCO v. IBM declaration	150:13-17
Whether it would be useful to [speak] to anyone who negotiated the Agreements.	171:17-172:6
Whether Novell executives spoke with SCO regarding Novell's agreements.	184:14-21
Whether Novell considered using 4.16(b) waiver discretion (all such instances after litigation was contemplated).	203:23-204:21
Whether there was misappropriated UNIX code in Linux	214:1-6
Conversations with Mr. Messman after February 25, 2003 regarding SCO-related issues.	230:10-23
If Novell considered directing SCO to waive its claims even with respect to UNIX code supplied by AT&T to licenses.	257:3-260:5

May 16, 2007 Deposition of Joseph LaSala

Subject of Inquiry	Line & Page
Conversations with Novell in-house lawyers with respect to issues in the litigation.	8:16-19
Reasons and bases for Novell's public statements claiming copyright ownership.	12:3-19
Novell's analysis as to whether the UNIX copyright owner would have viable claims against IBM.	24:20-28:6
The extent to which Mr. LaSala was involved in discussions concerning Novell's June 6, 2003 press release.	40:22-41:23; 44:23-45:3
Communications between IBM or its outside counsel and Novell or its outside counsel.	73:3-74:7; 120:19-125:1
Knowledge of internal discussions between Novell employees regarding the subject of the APA.	146:13-148:3

January 26, 2007 Deposition of Gregory Jones

Line of Inquiry	Line & Page
Whether AT&T transferred UNIX copyrights to Novell in the early 1990s.	25:7-24
Mr. Jones's knowledge of the transaction documents between AT&T and Novell.	26:12-28:12
Whether all of the patents related to the UNIX business transferred from AT&T to Novell.	28:24-29:11
Whether Novell believes that it holds patents to the UNIX business.	30:25-31:4;40:22-41:24
Whether Novell was concerned about competition from any one particular company at the time of the APA.	56:5-14
Who negotiated the APA for Novell?	73:4-13
Whether Novell and Santa Cruz entered into any memorandum of understanding prior to the APA.	74:19-75:5
Who, in his view, actually drafted the APA.	75:17-20
Who at Novell reviewed the APA before it was signed.	76:8-11
Who at Novell approved the APA.	76:12-18
To whom were Ed Chatlos and Ty Mattingly of Novell reporting in connection with the APA.	76:19-77:7
Whether the APA was drafted with an understanding that there would be an amendment to it.	81:3-21
Whether he was aware of an operating agreement being signed in conjunction with the APA.	83:10-17
Whether Novell entered into an agreement with IBM in 1996 which purported to give IBM a buyout.	89:12-17
Whether he has an understanding of the basic terms of Amendment No. 2.	100:10-17
Whether he was familiar with the General Release of Claims Agreement between Santa Cruz and Novell in 1996.	103:22-104:18
Whether he worked on the General Release of Claims Agreement.	104:19-21
Whether he knew who negotiated the General Release of Claims Agreement.	104:22-24
Questions about his recollection of Amendment No. X generally.	107:7-18
His understanding of whether Amendment No. X contains a buyout.	116:25-117:13
Whether Mr. Jones thinks that Section 4.16 of the APA is subject to only one interpretation.	123:19-124:10
Whether he had ever sat down and read through Amendment No. X.	129:7-14

Whether he knew if Novell and Santa Cruz had communicated in 1996 about Novell's alleged waiver rights under Section 4.16 of the APA.	131:13-132:9
Whether Novell could have alleged its waiver rights under Section 4.16 in 1996.	132:10-23
Whether Mr. Jones could recall if any controversy arose between Novell and Cray Computers.	135:11-16
His view of any rights that Novell could have invoked in the Cray controversy.	140:2-141:12
Whether the declaration he signed in September 2006 was the product of conversations with a third party.	142:8-15; 146:17-147:8
Where he got the information in the declaration that is not based on his personal knowledge.	164:12-166:10; 167:3-25
Whether he knew when IBM and Novell entered into their joint defense agreement.	148:8-11
Whether he had personal knowledge concerning the negotiations of the sale of assets from Novell to Santa Cruz.	160:11-161:4
Discussions he had with a businessperson at Novell in response to a letter he received from Chris Sontag at SCO.	199:11-20; 200:17-201:17