SCO, unfairly gained access to SCO's business relationships, and unfairly and knowingly diverted SCO's resources away from competition with IBM and toward the purposes of the partnership.

IBM did not port its applications to UnixWare. IBM did not introduce its ISV partners to SCO. IBM did not promote or market UnixWare. IBM did not provide working documents to combine UnixWare with the AIX family of products, as had been earlier represented. The general excuse used by IBM executives during this period of time for its failure to perform was to the effect that IBM always acted slowly in doing things. Therefore, SCO kept promoting IBM and encouraging SCO ISV partners and OEM partners to develop relationships with IBM, while IBM did nothing in return. Because of the fiduciary relationship that existed between the parties under Project Monterey formal agreements, IBM had a fiduciary obligation to deal fairly with SCO, to inform SCO of changes in its business plans that might effect UnixWare, and to be forthright and clear in all such matters so that SCO would be able to rely properly on earlier representations that IBM had made, or understand that it needed to go in its own direction rather than rely on IBM.

IBM failed in its fiduciary obligation to deal fairly with SCO in its intentions with respect to UnixWare and its plans to form a family of UNIX architectural products tied to IBM's own AIX. In fact, while leading SCO to believe that UnixWare would join the "IBM family of products," it was secretly planning to undermine UnixWare and SCO, and replace UnixWare with Linux. During a substantial part of 1999 IBM was secretly developing plans to cease its planned strategic relationship with SCO, as outlined above, and to begin supporting Linux. On information and belief, this planning was also done with Intel, who was a partner with SCO and IBM in Project Monterey. Neither IBM nor Intel, during 1999, informed SCO of their true plans to support Linux instead of UnixWare. At the end of December 1999, IBM announced publicly its plans to support Linux.

Because IBM had been developing its plan to replace its UnixWare support with Linux support, and because it knew that SCO had dedicated its entire enterprise resources to the IBM/UnixWare joint relationship, IBM had a fiduciary obligation to inform SCO of its Linux-related plans long before its Linux public announcement of December 1999. IBM's acts that rise to unfair competition cognizable at law included unfair conduct described above, which occurred during the time period specified, and involving the persons specified above. Specifically, IBM's conduct which is properly characterized as unfair competition is:

(a) Failure to timely disclose to SCO the secret IBM plan to support Linux in place of UnixWare, even though IBM knew that SCO's entire resources were dedicated to a long-term strategic plan with IBM based on IBM's representations that it was supporting UnixWare;

(b) Intentionally diverting SCO's resources away from UnixWare competition against IBM with other potential industry partners so that IBM could gain the lead time needed to develop Linux before UnixWare took hold in the market among enterprise customers;

(c) Making secret plans with Intel during 1999 to support Linux without notifying SCO of such plans, even though Intel, SCO and IBM were all partners in Project Monterey, and even though IBM should have known that joint IBM/Intel support for Linux was calculated to undermine the purpose of Project Monterey;

(d) Unfairly inducing SCO to promote IBM within SCO's ISV partnerships and OEM channels, with knowledge that SCO's promotion of IBM was

solely based on its expectation that IBM would perform under Project Monterey, and with knowledge that IBM had no intention of performing under Project Monterey;

(e) Unfairly co-opting SCO's business relationships with its ISV partners and OEM partners under false pretenses;

(f) Unfairly inducing SCO to dedicate its entire engineering and marketing resources to promote Project Monterey as the enterprise class UNIX product for Intel processors, in order to prevent SCO from independently marketing the value of its UnixWare 7 for enterprise use at a time when IBM had no intention to support UnixWare and that it intended to replace UnixWare with Linux;

(g) Using products, methods and know-how jointly developed by SCO and IBM in Project Monterey to develop and market AIX5L for Linux.

IBM executives involved in the representations specified above included include Rajiv Samant, John Kelly, Ross Mauri, Tilak Agerwala, William Sandve, Miles Barel, William Freeman, Michael Day, Gerry Hackett and Helene Armitage. The persons at IBM involved in unfair competition are directly unknown to SCO, inasmuch as activity of this sort is typically done behind closed doors. The allegations set forth above regarding IBM's development of Linux during 1999 are based on IBM's later public statements regarding its involvement with Linux. SCO needs to take discovery of IBM to identify the exact extent of its Linux activities during 1999, and the persons involved therein. SCO, however, believes that such persons will include the authors of the 10-page Linux report sought by SCO in discovery, identified above, and all other senior management

personnel at IBM who advocated IBM's adoption of Linux. SCO's executives involved in these events included Doug Michaels, Jim Wilt, Jeff Seabrook, and Jay Petersen.

INTERROGATORY NO. 8:

Please identify all agreements with which plaintiff alleges IBM interfered and describe, in detail, each instance in which plaintiff alleges or contends that IBM interfered with those agreements, including but not limited to: (a) the date of the alleged interference; (b) all persons involved in the alleged interference; (c) the specific manner in which IBM is alleged to have interfered with the agreement; (d) the specific actions, if any, that IBM induced or encouraged plaintiff's customers or licensees to take; (e) the specific action, if any, that plaintiff's customer or licensee took as a result of the actions allegedly induced or encouraged by IBM; and (f) the specific trade secret or confidential or proprietary information, if any, involved in the alleged interference.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:

IBM interfered with SCO's software licensing agreement with AutoZone for the SCO OpenServer software operating system, Contract # 1V736, effective January 24, 2001 (the AutoZone OpenServer License Agreement). Under the AutoZone OpenServer License Agreement, AutoZone utilized the SCO software as the foundation from which to conduct all store operations including inventory tracking, point of sale transactions, back office server activities, event monitoring and to enable corporate updates to be transmitted to all retail locations.

In mid-2000, upon information and belief, IBM approached AutoZone in an effort to induce AutoZone to breach its agreement with SCO. In the second quarter of 2001, IBM was actively advising AutoZone's internal software group about converting to Linux. In the second quarter of 2001, despite the AutoZone OpenServer License Agreement with SCO, upon information and belief,

IBM finally successfully induced AutoZone to cease using the SCO software and to use Linux with IBM's version of UNIX. AutoZone ultimately decided not to pay SCO the annual fee to continue to maintain the SCO products and, upon information and belief, with the encouragement of IBM, began the efforts required for conversion to Linux.

Upon information and belief, AutoZone's new Linux based software implemented by IBM featured SCO's shared libraries which had been stripped out of SCO's UNIX based OpenServer by IBM and embedded inside AutoZone's Linux implementation in order to continue to allow the continued operation of AutoZone's legacy applications. The basis for SCO's belief is the precision and efficiency with which the migration to Linux occurred, which suggests the use of shared libraries to run legacy applications on Linux. Among other things, this was a breach of the AutoZone OpenServer License Agreement for use of SCO software beyond the scope of the license.

Upon information and belief, AutoZone is currently in breach of the AutoZone OpenServer License Agreement in that AutoZone is improperly using "shared libraries" (short cuts and methods which allow programs to interface with one another and the services of the operating system) contained in the OpenServer (UNIX based) operating system to enable "legacy applications" to function on Linux. Legacy applications are those versions of software applications that have a lengthy and proven track record of high level function and reliability. The legacy applications utilized by AutoZone were designed specifically to operate with OpenServer (UNIX based) shared libraries, but do not function with Linux shared libraries.

IBM was aware of the AutoZone OpenServer License Agreement. IBM knew that the SCO OpenServer shared libraries were proprietary to SCO. Therefore, IBM knew, or should have known, that by assisting AutoZone to implement Linux to support legacy applications by improperly

incorporating the SCO OpenServer shared libraries, it was interfering with SCO's agreement with AutoZone and otherwise inducing AutoZone to act wrongfully towards SCO. Upon information and belief, IBM's inducing and assisting AutoZone to breach its license agreement with SCO was an act that constitutes interference with contract. Upon information and belief, IBM profited by the interference by earning significant professional services fees in performing the switch from SCO OpenServer to Linux. .

SCO does not presently know the specific dates on which the interference occurred, how it occurred or which IBM or AutoZone employees were involved because SCO was not present when IBM sold Linux-related services to AutoZone, when IBM assisted AutoZone in the design of the new Linux system deploying legacy applications that depended on SCO OpenServer shared libraries in order to function, or when IBM performed the professional services to assist AutoZone to improperly deploy OpenServer shared libraries inside its IBM-provided Linux implementation. More specific information, such as which IBM and AutoZone employees were involved, is in the possession of IBM and/or AutoZone and will require additional discovery from at least IBM and AutoZone.

Upon information and belief, IBM interfered with SCO's software licensing agreement with Sherwin Williams for the SCO OpenServer software operating system in existence since at least 1995, (the Sherwin Williams OpenServer License Agreement). Sherwin Williams utilized the SCO software as the key component to operate all of their retail store locations for over 10 years. The software enabled Sherwin Williams to operate its point of sale system and back office server.

Upon information and belief, in 2001 and 2002 IBM began working with Sherwin Williams in order to induce Sherwin Williams to breach its agreement with SCO. As a result, upon information and belief, Sherwin Williams is currently in breach of the Sherwin Williams OpenServer License

Agreement in that Sherwin Williams is improperly using the "shared libraries" (short cuts and methods which allow programs to interface with one another and the services of the operating system) contained in the Linux based OpenServer operating system to enable legacy applications to function on Linux. Legacy applications are those versions of software applications that have a lengthy and proven track record of high level function and reliability. The legacy applications utilized by Sherwin Williams were designed specifically to operate with OpenServer (UNIX based) shared libraries, but do not function with Linux shared libraries.

Upon information and belief, IBM induced Sherwin Williams to abandon its use of SCO's OpenServer UNIX product in favor of Linux in the summer of 2001. Upon information and belief, Sherwin Williams' new Linux based software implemented by IBM featured SCO's shared libraries which had been stripped out of SCO's UNIX based OpenServer and embedded inside Sherwin Williams' Linux implementation in order to continue to allow the continued operation of Sherwin Williams' legacy applications. SCO's belief is based upon the precision and efficiency with Sherwin Williams accomplished the migration, which suggests the use of shared libraries to run legacy applications on Linux. However, IBM and Sherwin Williams were not entitled to strip out SCO's shared libraries for use inside their Linux implementation in order to continue operating legacy applications. This was a breach of the Sherwin Williams OpenServer License Agreement for use of SCO software beyond the scope of the license. Upon information and belief, IBM induced Sherwin Williams to use the SCO OpenServer shared libraries beyond the scope of the Sherwin Williams OpenServer License Agreement, and by assisting Sherwin Williams to implement Linux to support legacy applications by improperly incorporating the SCO OpenServer shared libraries. The act of inducing and assisting Sherwin Williams to breach its license agreement with SCO was an act that

constitutes interference with SCO's contract with Sherwin Williams by IBM. Upon information and belief, IBM profited from the interference by earning significant professional services fees in performing the switch from SCO OpenServer to Linux.

SCO does not presently know the specific dates on which the interference occurred, the identities of those involved, nor how the interference occurred because SCO was not present when IBM sold Sherwin Williams Linux-related services, or when IBM assisted Sherwin Williams in the design of the new Linux system deploying legacy applications that depended on SCO OpenServer shared libraries in order to function, or when IBM performed the professional services to assist Sherwin Williams to improperly deploy OpenServer shared libraries inside its IBM-provided Linux implementation. More specific information, such as which IBM and Sherwin Williams employees were involved, is in the possession of IBM and/or Sherwin Williams and will require additional discovery from at least IBM and Sherwin Williams.

IBM interfered with SCO's software licensing agreement with Target for the SCO OpenServer software operating system Contract # 1V743 dated March 2001 (the Target OpenServer License Agreement). Target utilized the SCO software in order to operate store pharmacies.

Within the last month, SCO has been informed that Target has decided to abandon its use of SCO's OpenServer UNIX product. Upon information and belief, Target's decision was induced by IBM. SCO contends that the act of inducing and assisting Target to breach its license agreement with SCO was an act that constitutes interference with contract by IBM. IBM stands to profit from the interference by earning significant professional services fees in performing the switch from SCO OpenServer to Linux.

More specific information, such as which IBM and Target employees were involved, is in the possession of IBM and/or Target and will require additional discovery from at least IBM and Target.

Insofar as IBM has been involved in the sale and deployment of Linux-related products and services to any other customers of SCO for the use and deployment of SCO OpenServer shared libraries inside a Linux implementation, that conduct is also interference with SCO's licensing agreements with such parties and there may in fact be additional SCO customers that have been interfered with other than AutoZone, Sherwin Williams and Target.

IBM has also improperly interfered with SCO's business relationships and prospective economic relationships. The facts known to Plaintiff giving rise to the conduct of such interference started during the LinuxWorld 2003 convention held in New York during or about January 2003. During this event, Darl McBride, SCO's CEO, informed Karen Smith of IBM that SCO intended to offer a software license to Linux users to allow for legal and authorized use of SCO's UNIX OpenServer shared libraries in a Linux implementation. Karen Smith responded by saying that "IBM was not pleased with SCO's plan to offer licenses for OpenServer shared library use in Linux", and that "the licensing plan would kill Linux." Ms. Smith also said that as a result of SCO's licensing plan for SCO OpenServer shared libraries, "IBM was going to cut off all of its business ties with SCO, and would have other IBM business partners do the same." Ms. Smith contacted Mr. Becker of Hewlett Packard during or shortly after the LinuxWorld 2003 convention and stated that IBM was cutting off all business ties with SCO and wanted Hewlett Packard to do the same. On information and belief, Ms. Smith also contacted representatives from Intel, Computer Associates, and Oracle for the same purpose and with the same general statement that IBM wanted each of those respective companies to cut off business ties with SCO. On information and belief, such contact by Ms. Smith

with each of Intel, Computer Associates, and Oracle occurred during or shortly after the LinuxWorld 2003 conference. As a result of IBM's improper contact and improper attempts to destroy plaintiff's existing and prospective business relationships with Hewlett Packard, Oracle, Intel, and Computer Associates, each of those stated companies has slowed or ceased business activities with SCO.

INTERROGATORY NO. 9

Please identify all agreements that plaintiff alleges or contends that IBM has breached, including the specific provisions or portions of those agreements that plaintiff alleges or contends that IBM breached, and describe, in detail, each instance in which plaintiff alleges or contends that IBM breached those agreements, including but not limited to (a) the date of the alleged breach; (b) all persons involved in the alleged breach; and (c) the specific manner in which IBM is alleged to have breached the agreement.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:

Subject to and without waiving its objections, at this time, SCO supplements its answer to Interrogatory No. 9 and states that, as detailed in the Amended Complaint, among the provisions of the Software and Sublicensing Agreements that IBM breached are Sections 2.01, 2.05, 4.01, 6.03 and 7.06, of the Software Agreement. Section 2.01 was breached by IBM's failure to treat modifications and derivative works as part of the original Software Product by contributing such items to open source. Likewise, IBM breached Section 2.05 by allowing use for others and by others as a result of contributing the Protected Materials to open source. Section 4.01 prohibits export of the Software Products, which IBM breached by contributing the Software Product, including methods, modifications and derivative works to open source. As a result, persons anywhere in the world with a

computer can access this information, including in countries that the federal government prohibits dissemination of such information. IBM breached Section 6.03 by continuing to use the Software Products after the license was terminated on June 13, 2003, as well as failing to return or destroy all Software Products after that date. IBM also breached Section 7.06 by failing to maintain in confidence the Software Products, as that term is defined in the agreements. IBM also breached a subsequent agreement that IBM would not use System V or AIX in any open source operating system. IBM also breached §2.1 of Amendment X by using the Software Products for its contractors, including OSDL and other Linux development laboratories and Linux developers for other than Authorized Purposes. IBM also breached §6 of Amendment X by using the Software Product for an unauthorized use and distribution of Linux without paying the required additional royalty amounts. The breaches by IBM occurred during its various contributions to Linux and use of UNIX (including AIX and Dynix/ptx) software for external purposes and for the benefit of third parties in violation of the specific licensing restrictions set forth in the Software Agreement and Related Agreements. The dates of such breaches, as currently known to SCO, are set forth with specificity in response to Interrogatories Nos. 1-6 above, including the corresponding exhibits, and are expressly incorporated herein. Each and every use by IBM of UNIX-based software, including IBM's modifications and derivatives known as AIX and Dynix/ptx, and disclosure of that software to its development partners for use in Linux is a violation of IBM's contractual obligations to SCO under the Software Agreement, the Side Letter, and Amendment X.

Indeed, Amendment X, ¶3.7, provides examples under which IBM is entitled to disclose UNIX and AIX source code to its development partners—and examples under which IBM is not entitled to make such disclosures. Paragraph 3.7 of Amendment X provides as follows:

> The following illustrations are intended to clarify and illustrate the relief provided in Subsection 2.1 of this Amendment [relating to disclosure of source code to contractors].
>
> Company A, sublicensee of the Sublicensed Product [AIX] is a general computing system manufacturing firm. IBM may distribute Source Copies to Company A for Authorized Purposes.
>
> However, IBM may not distribute Source Copies to Company A for purposes of making modifications to adapt the Sublicensed Products [AIX] as a general operating system for Company A's general computer hardware system.

As is made perfectly clear in ¶3.7 of Amendment X, IBM may not use any Sublicensed Product from SCO, including AIX, for the purposes of making modifications to adapt AIX as a competing general operating system. IBM's breaches of contract under the Software Agreement, the Side Letter, Amendment X, and related agreements confirm one undisputable fact: IBM is using UNIX, AIX, and Dynix/ptx to improve Linux, and is thereby adapting UNIX, AIX, and Dynix/ptx for use in a competing operating system in violation of its obligations to SCO.

INTERROGATORY NO. 12

Please identify, with specificity (by file and line of code), (a) all source code and other material in Linux (including but not limited to the Linux kernel, any Linux operating system and any Linux distribution) to which plaintiff has rights; and (b) the nature of plaintiff's rights, including but not limited to whether and how the code or other material derives from UNIX.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO 12:

SCO objects to this question as overly broad and unduly burdensome, and on the basis that it seeks information neither relevant nor calculated to reasonably lead to the discovery of admissible evidence insofar as it requests the identity of source code and other material in Linux contributed to Linux by parties other than IBM or Sequent. Subject to and without waiving these objections, as it pertains to SCO's rights involving IBM's contributions to Linux, SCO has set forth that information in response to Interrogatories Nos. 1 and 9 and the corresponding exhibits. As to others who have violated the terms of their Software and Sublicensing Agreements, that information is contained in Exhibits A through C. Specifically, in Exhibit A, it details the line-for-line copying of UNIX System V code that improperly appears in Linux. Similarly, in Exhibit B, SCO identifies the application binary interfaces ("ABIs") that SCO has rights to that are improperly in Linux. Specifically, in 1992, Unix Systems Laboratories (USL), SCO's predecessor in interest, sued Berkeley Software Design, Inc. (BSD) for, among other things, copyright infringement. One of the bases of that action was BSD's copying and distributing some USL UNIX System V files without proper permission or attribution. The confidential Settlement Agreement that ended the *Unix Systems Laboratories, Inc. v. Berkeley Software Design, Inc.,* litigation required BSD to change the copyright information in certain of these files, including the nine files listed in Exhibit B. To SCO's knowledge, BSD complied with the terms of the Agreement, and gave USL the proper attribution, as also set forth in Exhibit B. At a later time, persons as yet unknown copied these files into Linux, erasing the USL copyright attribution in the process. The files in Linux that improperly use the ABIs are as follows:

linux-2.4.21/include/asm-alpha/errno.h

linux-2.4.21/include/asm-arm/errno.h
linux-2.4.21/include/asm-cris/errno.h
linux-2.4.21/include/asm-i386/errno.h
linux-2.4.21/include/asm-ia64/errno.h
linux-2.4.21/include/asm-m68k/errno.h
linux-2.4.21/include/asm-mips/errno.h
linux-2.4.21/include/asm-mips64/errno.h
linux-2.4.21/include/asm-parisc/errno.h
linux-2.4.21/include/asm-ppc/errno.h
linux-2.4.21/include/asm-ppc64/errno.h
linux-2.4.21/include/asm-s390/errno.h
linux-2.4.21/include/asm-s390x/errno.h
linux-2.4.21/include/asm-sh/errno.h
linux-2.4.21/include/asm-sparc/errno.h
linux-2.4.21/include/asm-sparc64/errno.h
linux-2.4.21/include/asm-x86_64/errno.h
linux-2.4.21/include/asm-alpha/signal.h
linux-2.4.21/include/asm-arm/signal.h
linux-2.4.21/include/asm-cris/signal.h
linux-2.4.21/include/asm-i386/signal.h
linux-2.4.21/include/asm-ia64/signal.h
linux-2.4.21/include/asm-m68k/signal.h
linux-2.4.21/include/asm-mips/signal.h
linux-2.4.21/include/asm-mips64/signal.h
linux-2.4.21/include/asm-parisc/signal.h
linux-2.4.21/include/asm-ppc/signal.h
linux-2.4.21/include/asm-ppc64/signal.h
linux-2.4.21/include/asm-s390/signal.h
linux-2.4.21/include/asm-s390x/signal.h
linux-2.4.21/include/asm-sh/signal.h
linux-2.4.21/include/asm-sparc/signal.h
linux-2.4.21/include/asm-sparc64/signal.h
linux-2.4.21/include/asm-x86_64/signal.h
linux-2.4.21/include/linux/stat.h
linux-2.4.21/include/linux/ctype.h
linux-2.4.21/lib/ctype.c
linux-2.4.21/include/asm-alpha/ioctl.h
linux-2.4.21/include/asm-alpha/ioctls.h
linux-2.4.21/include/asm-arm/ioctl.h
linux-2.4.21/include/asm-cris/ioctl.h
linux-2.4.21/include/asm-i386/ioctl.h
linux-2.4.21/include/asm-ia64/ioctl.h
linux-2.4.21/include/asm-m68k/ioctl.h

linux-2.4.21/include/asm-mips/ioctl.h
linux-2.4.21/include/asm-mips64/ioctl.h
linux-2.4.21/include/asm-mips64/ioctls.h
linux-2.4.21/include/asm-parisc/ioctl.h
linux-2.4.21/include/asm-ppc/ioctl.h
linux-2.4.21/include/asm-ppc/ioctls.h
linux-2.4.21/include/asm-ppc64/ioctl.h
linux-2.4.21/include/asm-ppc64/ioctls.h
linux-2.4.21/include/asm-s390/ioctl.h
linux-2.4.21/include/asm-s390x/ioctl.h
linux-2.4.21/include/asm-sh/ioctl.h
linux-2.4.21/include/asm-sh/ioctls.h
linux-2.4.21/include/asm-sparc/ioctl.h
linux-2.4.21/include/asm-sparc/ioctls.h
linux-2.4.21/include/asm-sparc64/ioctl.h
linux-2.4.21/include/asm-sparc64/ioctls.h
linux-2.4.21/include/asm-x86_64/ioctl.h
linux-2.4.21/include/linux/ipc.h
linux-2.4.21/include/linux/acct.h

In Exhibit C, SCO sets forth additional code in Linux in which SCO claims a right. Specifically, Exhibit C shows that Silicon Graphics, Inc. ("SGI") violated its UNIX Software Agreement with SCO by transferring direct lines of UNIX to Linux from its version of UNIX known as "IRIX." IRIX is a derivative work of, and modification based on, System V that contains substantial parts of System V code. In addition to SGI's transfer of direct lines of code from UNIX System V to Linux, as set forth in Exhibit A attached hereto, SGI has improperly transferred the UNIX filing system it developed as part of IRIX to Linux, thereby improperly giving the Linux open source developers access to an advanced journaling file system for streaming media for use in enterprise applications of Linux. On information and belief, most or all of the code contained in all of the files of the IRIX/XFS filing system have been improperly transferred to Linux. Specifically, in public statements and when contributing these files of code to Linux, SGI has proclaimed credit for these contributions from IRIX:

Q: What is XFS?

A: XFS is a journalling filesystem developed by SGI and used in SGI's IRIX operating system. It is now also available under GPL for linux. It is extremely scalable, using btrees extensively to support large and/or sparse files, and extremely large directories. The journalling capability means no more waiting for fsck's or worrying about meta-data corruption.

http://www.oss.sgi.com/projects/xfs/faq.html#whatisxfs

These files are listed below, with the corresponding source code to each file attached hereto and incorporated herein by reference as Exhibit C. The IRIX/XFS files improperly contributed to Linux are identified in Linux 2.5.64 version as follows:

linux-2.5.64/fs/xfs/linux/xfs_lrw.c
linux-2.5.64/fs/xfs/linux/xfs_sysctl.h
linux-2.5.64/fs/xfs/linux/xfs_linux.h
linux-2.5.64/fs/xfs/linux/xfs_vfs.h
linux-2.5.64/fs/xfs/linux/xfs_fs_subr.c
linux-2.5.64/fs/xfs/linux/xfs_lrw.h
linux-2.5.64/fs/xfs/linux/xfs_super.h
linux-2.5.64/fs/xfs/linux/xfs_stats.h
linux-2.5.64/fs/xfs/linux/xfs_iops.c
linux-2.5.64/fs/xfs/linux/xfs_vnode.c
linux-2.5.64/fs/xfs/linux/xfs_globals.h
linux-2.5.64/fs/xfs/linux/xfs_cred.h
linux-2.5.64/fs/xfs/linux/xfs_iomap.c
linux-2.5.64/fs/xfs/linux/xfs_file.c
linux-2.5.64/fs/xfs/linux/xfs_iops.h
linux-2.5.64/fs/xfs/linux/xfs_behavior.h
linux-2.5.64/fs/xfs/linux/xfs_globals.c
linux-2.5.64/fs/xfs/linux/xfs_fs_subr.h
linux-2.5.64/fs/xfs/linux/xfs_ioctl.c
linux-2.5.64/fs/xfs/linux/xfs_aops.c
linux-2.5.64/fs/xfs/linux/xfs_super.c
linux-2.5.64/fs/xfs/linux/xfs_stats.c
linux-2.5.64/fs/xfs/linux/xfs_version.h

linux-2.5.64/fs/xfs/linux/xfs_behavior.c
linux-2.5.64/fs/xfs/linux/xfs_vnode.h
linux-2.5.64/fs/xfs/linux/xfs_sysctl.c
linux-2.5.64/fs/xfs/xfs_attr_leaf.h
linux-2.5.64/fs/xfs/xfs_dir2_node.c
linux-2.5.64/fs/xfs/xfs_mount.h
linux-2.5.64/fs/xfs/support/mutex.h
linux-2.5.64/fs/xfs/support/atomic.h
linux-2.5.64/fs/xfs/support/mrlock.c
linux-2.5.64/fs/xfs/support/debug.c
linux-2.5.64/fs/xfs/support/sv.h
linux-2.5.64/fs/xfs/support/ktrace.c
linux-2.5.64/fs/xfs/support/move.h
linux-2.5.64/fs/xfs/support/kmem.c
linux-2.5.64/fs/xfs/support/ktrace.h
linux-2.5.64/fs/xfs/support/move.c
linux-2.5.64/fs/xfs/support/spin.h
linux-2.5.64/fs/xfs/support/mrlock.h
linux-2.5.64/fs/xfs/support/qsort.h
linux-2.5.64/fs/xfs/support/uuid.c
linux-2.5.64/fs/xfs/support/uuid.h
linux-2.5.64/fs/xfs/support/time.h
linux-2.5.64/fs/xfs/support/sema.h
linux-2.5.64/fs/xfs/support/debug.h
linux-2.5.64/fs/xfs/support/kmem.h
linux-2.5.64/fs/xfs/xfs_trans_inode.c
linux-2.5.64/fs/xfs/xfs_dir2_data.h
linux-2.5.64/fs/xfs/xfs_buf_item.c
linux-2.5.64/fs/xfs/xfs_inum.h
linux-2.5.64/fs/xfs/pagebuf/page_buf.c
linux-2.5.64/fs/xfs/pagebuf/page_buf_internal.h
linux-2.5.64/fs/xfs/pagebuf/page_buf_locking.c
linux-2.5.64/fs/xfs/pagebuf/page_buf_trace.h
linux-2.5.64/fs/xfs/pagebuf/page_buf.h
linux-2.5.64/fs/xfs/xfs_qm.c
linux-2.5.64/fs/xfs/xfs_dir2_block.c
linux-2.5.64/fs/xfs/xfs_dir2_leaf.h
linux-2.5.64/fs/xfs/xfs_trans_buf.c
linux-2.5.64/fs/xfs/xfs_itable.c
linux-2.5.64/fs/xfs/xfs_imap.h
linux-2.5.64/fs/xfs/xfs_dfrag.c
linux-2.5.64/fs/xfs/xfs_rw.h
linux-2.5.64/fs/xfs/xfs_log_priv.h

linux-2.5.64/fs/xfs/xfs_trans_item.c
linux-2.5.64/fs/xfs/xfs_macros.h
linux-2.5.64/fs/xfs/xfs_dquot_item.c
linux-2.5.64/fs/xfs/xfs_rtalloc.c
linux-2.5.64/fs/xfs/xfs_dir2_sf.h
linux-2.5.64/fs/xfs/xfs_trans_dquot.c
linux-2.5.64/fs/xfs/xfs_btree.h
linux-2.5.64/fs/xfs/xfs_ialloc.h
linux-2.5.64/fs/xfs/xfs_vfsops.c
linux-2.5.64/fs/xfs/xfs_attr.h
linux-2.5.64/fs/xfs/xfs.h
linux-2.5.64/fs/xfs/xfs_dir.c
linux-2.5.64/fs/xfs/xfs_fs.h
linux-2.5.64/fs/xfs/xfs_types.h
linux-2.5.64/fs/xfs/xfs_bmap.h
linux-2.5.64/fs/xfs/xfs_alloc.c
linux-2.5.64/fs/xfs/xfs_dir.h
linux-2.5.64/fs/xfs/xfs_log_recover.h
linux-2.5.64/fs/xfs/xfs_ialloc_btree.h
linux-2.5.64/fs/xfs/xfs_qm.h
linux-2.5.64/fs/xfs/xfs_dir_leaf.h
linux-2.5.64/fs/xfs/xfs_attr_sf.h
linux-2.5.64/fs/xfs/xfs_macros.c
linux-2.5.64/fs/xfs/xfs_fsops.h
linux-2.5.64/fs/xfs/xfs_ialloc_btree.c
linux-2.5.64/fs/xfs/xfs_mount.c
linux-2.5.64/fs/xfs/xfs_dir2_trace.h
linux-2.5.64/fs/xfs/xfs_alloc.h
linux-2.5.64/fs/xfs/xfs_acl.c
linux-2.5.64/fs/xfs/xfs_sb.h
linux-2.5.64/fs/xfs/xfs_acl.h
linux-2.5.64/fs/xfs/xfs_cap.c
linux-2.5.64/fs/xfs/xfs_trans_space.h
linux-2.5.64/fs/xfs/xfs_da_btree.h
linux-2.5.64/fs/xfs/xfs_dquot.c
linux-2.5.64/fs/xfs/xfs_trans.c
linux-2.5.64/fs/xfs/xfs_dir2_leaf.c
linux-2.5.64/fs/xfs/xfs_attr_leaf.c
linux-2.5.64/fs/xfs/xfs_trans_extfree.c
linux-2.5.64/fs/xfs/xfs_rename.c
linux-2.5.64/fs/xfs/xfs_extfree_item.h
linux-2.5.64/fs/xfs/xfs_bmap_btree.h
linux-2.5.64/fs/xfs/xfs_bmap_btree.c

linux-2.5.64/fs/xfs/xfs_log_recover.c
linux-2.5.64/fs/xfs/xfs_mac.c
linux-2.5.64/fs/xfs/xfs_dfrag.h
linux-2.5.64/fs/xfs/xfs_alloc_btree.c
linux-2.5.64/fs/xfs/xfs_bit.c
linux-2.5.64/fs/xfs/xfs_ialloc.c
linux-2.5.64/fs/xfs/xfs_attr.c
linux-2.5.64/fs/xfs/xfs_cap.h
linux-2.5.64/fs/xfs/xfs_dir2_sf.c
linux-2.5.64/fs/xfs/xfs_dinode.h
linux-2.5.64/fs/xfs/xfs_qm_syscalls.c
linux-2.5.64/fs/xfs/xfs_dquot_item.h
linux-2.5.64/fs/xfs/xfs_clnt.h
linux-2.5.64/fs/xfs/xfs_dir_sf.h
linux-2.5.64/fs/xfs/xfs_attr_fetch.c
linux-2.5.64/fs/xfs/xfs_inode_item.c
linux-2.5.64/fs/xfs/xfs_rtalloc.h
linux-2.5.64/fs/xfs/Makefile
linux-2.5.64/fs/xfs/xfs_ag.h
linux-2.5.64/fs/xfs/xfs_error.h
linux-2.5.64/fs/xfs/xfs_buf_item.h
linux-2.5.64/fs/xfs/xfs_inode.h
linux-2.5.64/fs/xfs/xfs_trans.h
linux-2.5.64/fs/xfs/xfs_btree.c
linux-2.5.64/fs/xfs/xfs_iocore.c
linux-2.5.64/fs/xfs/xfs_dir2.h
linux-2.5.64/fs/xfs/xfs_da_btree.c
linux-2.5.64/fs/xfs/xfsidbg.c
linux-2.5.64/fs/xfs/xfs_extfree_item.c
linux-2.5.64/fs/xfs/xfs_dir2_trace.c
linux-2.5.64/fs/xfs/xfs_dqblk.h
linux-2.5.64/fs/xfs/xfs_arch.h
linux-2.5.64/fs/xfs/xfs_dir2_data.c
linux-2.5.64/fs/xfs/xfs_fsops.c
linux-2.5.64/fs/xfs/xfs_dir_leaf.c
linux-2.5.64/fs/xfs/xfs_inode_item.h
linux-2.5.64/fs/xfs/xfs_trans_priv.h
linux-2.5.64/fs/xfs/xfs_bit.h
linux-2.5.64/fs/xfs/xfs_bmap.c
linux-2.5.64/fs/xfs/xfs_error.c
linux-2.5.64/fs/xfs/xfs_alloc_btree.h
linux-2.5.64/fs/xfs/xfs_itable.h
linux-2.5.64/fs/xfs/xfs_dmapi.h

linux-2.5.64/fs/xfs/xfs_dir2_node.h
linux-2.5.64/fs/xfs/xfs_buf.h
linux-2.5.64/fs/xfs/xfs_inode.c
linux-2.5.64/fs/xfs/xfs_iget.c
linux-2.5.64/fs/xfs/xfs_dir2_block.h
linux-2.5.64/fs/xfs/xfs_rw.c
linux-2.5.64/fs/xfs/xfs_quota.h
linux-2.5.64/fs/xfs/xfs_trans_ail.c
linux-2.5.64/fs/xfs/xfs_dquot.h
linux-2.5.64/fs/xfs/xfs_utils.h
linux-2.5.64/fs/xfs/xfs_quota_priv.h
linux-2.5.64/fs/xfs/xfs_utils.c
linux-2.5.64/fs/xfs/xfs_log.c
linux-2.5.64/fs/xfs/xfs_vnodeops.c
linux-2.5.64/fs/xfs/xfs_mac.h
linux-2.5.64/fs/xfs/xfs_dir2.c
linux-2.5.64/fs/xfs/xfs_log.h
linux-2.5.64/include/linux/dqblk_xfs.h

As stated above, the source code that is contained in each identified file is attached hereto and incorporated herein by reference as Exhibit C. SCO has not had access to versions of IRIX to compare and identify the exact location where the offending files and lines of code are found inside IRIX. However, the material portions of the files identified above are publicly identified by SGI as having come from IRIX. The transfer of this portion of IRIX to Linux is a violation of its contractual obligations to SCO under the SCO/SGI Software Agreement.

In addition, there are many companies that have Software Agreements with SCO that are substantially similar to the IBM Software Agreement and the Sequent Software Agreement. For example, 41 of the Fortune 100 have a Software Agreement with SCO that contains substantially the same requirements as set forth in the IBM Software Agreement and Sequent Software Agreement. These companies are: Bank of America, Oracle, Cisco, Morgan Stanley, Motorola, Goldman Sachs,

Federal Express, Computer Associates, Intel, American Express, Merrill Lynch, Bear Stearns, CitiGroup, Wells Fargo, Raytheon, Honeywell, Bell South, SBC, GM, AT&T, Eli Lily, Baxter, Ford, McKesson, Merck, Union Pacific, CSX, Bristol Meyers, Exxon, Chevron, Amgen, Affiliated Computer Services, Becton Dickinson, Pfizer, Delphi, Computer Sciences, Unisys, Pitney Bowes, UPS, Sun and Texas Instruments (collectively, the "UNIX Source Code Licensees"). To the extent any of these the UNIX Source Code Licensees have used access to UNIX-based source code or documentation to improve or enhance Linux, or to otherwise adapt UNIX to certain Linux functionality, such conduct would be a violation of SCO's contractual rights. Certain of the UNIX Source Code Licensees are presently affiliated with IBM in creation of enterprise versions of Linux in furtherance of the IBM-sponsored Data Center Linux Project, Carrier Grade Linux Project and the Linux Center of Competency for financial Linux. Those companies, some of which are listed above, include Oracle, Fujitsu, Computer Associates, Toshiba, Hitachi, NEC, Intel, Cisco, Motorola, Fujitsu, Toshiba, Alcatel, Mitsubishi, Dell, HP, Morgan Stanley and Merrill Lynch. SCO is in the process of evaluating all contributions by all UNIX Source Code Licensees, particularly work by UNIX Source Code Licensees in developing Data Center Linux, Carrier Grade Linux and Financial Linux (Linux Center of Competence) to determine the extent to which such violations, if any, have occurred.

INTERROGATORY NO. 13

For each line of code and other material identified in response to Interrogatory No. 12, please state whether (a) IBM has infringed plaintiff's rights, and for any rights IBM is alleged to have infringed, describe in detail how IBM is alleged to have infringed plaintiff's rights; and (b) whether plaintiff has ever distributed the code or other material or otherwise made it available to the public, as part of a Linux distribution or otherwise, and, if so, the circumstances under which it was distributed

or otherwise made available, when it was distributed or made available, to whom it was distributed or made available, and the terms under which it was distributed or made available (such as under the GPL or any other license).

SUPPLEMENTAL RESPONSE TO INTERROGATORY 13:

SCO objects to this question on the basis that it is overly broad and unduly burdensome and seeks information neither relevant nor reasonably calculated to lead to the discovery of admissible evidence insofar as it requests the identity of source code and other material in Linux contributed to Linux by parties other than IBM or Sequent. Subject to and without waiving these objections, as it pertains to SCO's rights involving IBM's contributions, SCO incorporates it answers to its revised and supplemental answers to Interrogatory Nos. 1 through 6 and 9 above and the corresponding exhibits.

Insofar as this interrogatory seeks information as to whether plaintiff has ever distributed the code in question or otherwise made it available to the public, SCO has never authorized, approved or knowingly released any part of the subject code that contains or may contain its confidential and proprietary information and/or trade secrets for inclusion in any Linux kernel or as part of any Linux distribution. However, as noted above in response to Interrogatory No. 6, the Protected Materials that IBM improperly contributed to Linux from AIX and Dynix/ptx are found in any product that contains the Linux 2.4 kernel or above. SCO sold or distributed the 2.4 kernel and above for a brief period of time in SCO Linux Server 4.0, Powered by UnitedLinux. The sale or distribution of this product was under the GPL without knowledge of the violations identified above. After gaining knowledge of the violations discussed above, SCO ceased distribution of the code in question. The particulars of when

it was distributed and to whom can be found in the invoices in Bates range 1186853 to 1227921. For the narrowing of the appropriate invoices they have been attached as Tab 121.

Respectfully submitted,

DATED this 15th day of January, 2004.

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