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*Attorneys for Defendant/Counterclaim-Plaintiff
International Business Machines Corporation*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

-against-

INTERNATIONAL BUSINESS MACHINES
CORPORATION,

Defendant/Counterclaim-Plaintiff.

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

DECLARATION OF JEANETTE L. TILLEY

I, Jeanette L. Tilley, declare as follows:

1. I am currently employed by QVC, Inc., as a call-center manager.

From 1965 to 1993, I was employed by various AT&T-related companies, including AT&T Information Systems, Inc. ("AT&T IS") and UNIX Systems Laboratories, Inc. ("USL"), and by Novell, Inc. ("Novell"). During the time I was employed by AT&T IS, USL and Novell, I had responsibility for the licensing of UNIX System V software and related materials.

2. This declaration is submitted in connection with the lawsuit entitled The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003). Except as stated otherwise, this declaration is based upon personal knowledge.

3. By the time I joined AT&T IS, AT&T Technologies, Inc. ("AT&T Technologies"), an AT&T related-company, had already entered into UNIX System V software agreements and sublicensing agreements with IBM Corporation ("IBM") and Sequent Computer Systems, Inc. ("Sequent"). I was not involved in the negotiation of those agreements and do not have any personal knowledge as to the parties' discussions concerning those agreements.

4. As a district manager in charge of world-wide licensing at AT&T IS, USL and Novell, I became familiar with the general terms of the standard software agreement under which we licensed UNIX System V to customers. At least as I understood the software agreement, and as I communicated to the licensees with whom I interacted, it was not the intention of AT&T and its related companies or Novell to place

any restrictions on our licensees' ability to use, copy, disclose or distribute their own original code that they developed and included in their modifications and derivative works based on UNIX System V.

5. As I remember it, we were interested in protecting the UNIX System V code that we licensed to customers. As a result, we placed a number of restrictions on what our licensees could do with our UNIX System V code. We were not, however, interested in asserting any right to the source code our licensees developed for their modifications and derivative works based on UNIX System V. In fact, we consistently informed our licensees that they owned their own code and could do with that code as they wished, as long as they protected the UNIX System V code that was licensed from us.

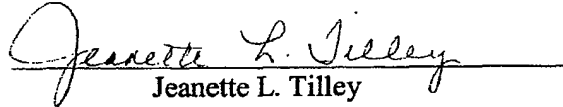
6. In my view, any suggestion that AT&T-related companies and Novell have any control over code developed by or for our licensees based on the standard software agreement is wrong. I certainly did not have that view while I was employed by AT&T IS, USL and Novell and have never told any of our licensees or any of my colleagues otherwise.

7. I have carefully reviewed the Declaration of Otis L. Wilson dated December 11, 2003 and the Declaration of Otis L. Wilson dated April 26, 2004. I do not disagree substantively with any of the statements made by Mr. Wilson. The statements made by Mr. Wilson regarding his understanding of the terms of the UNIX System V licensing agreements AT&T entered into with IBM and Sequent are consistent

with my understanding of the general terms under which AT&T-related companies, USL
and Novell licensed UNIX System V to customers.

Executed: July 21, 2004.

Port St. Lucie, Florida


Jeanette L. Tilley