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

THE SCO GROUP, INC.,  
Plaintiff/Counterclaim-Defendant,

v.

INTERNATIONAL BUSINESS MACHINES  
CORPORATION,  
Defendant/Counterclaim-Plaintiff.

**DEFENDANT/COUNTERCLAIM-  
PLAINTIFF IBM'S NOTICE OF  
30(b)(6) DEPOSITION**

Civil No. 2:03-CV-00294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

PLEASE TAKE NOTICE that pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure, counsel for defendant/counterclaim-plaintiff International Business Machines Corporation (“IBM”) will take the deposition upon oral examination of plaintiff/counterclaim-defendant The SCO Group, Inc. (“plaintiff”), on **September 16, 2005, beginning at 9:00 a.m.**, and continuing thereafter until completed. This deposition will be taken at the offices of defendant’s counsel, Snell & Wilmer, Gateway Tower West, 15 West South Temple, Suite 1200, Salt Lake City, Utah, and will be taken pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure.

Pursuant to Fed. R. Civ. P. 30(b)(6), plaintiff is directed to designate one or more officers, directors, managing agents or other person(s) who consent to testify on its behalf concerning matters known or reasonably available to plaintiff, concerning the topics specified below.

The deposition will be taken before a Notary Public authorized by law to administer an oath, and will continue from day-to-day until completed. The deposition will be recorded by stenographic and videotape means.

Pursuant to Rule 30(b)(5) of the Federal Rules of Civil Procedure, plaintiff is requested to produce on September 15, 2005, at the aforementioned location all documents and tangible things that relate or refer to the topics specified below.

IBM hereby incorporates by reference all instructions, definitions and rules contained in Rules 30 and 34 of the Federal Rules of Civil Procedure and the local rules or individual practices of this Court and in IBM’s June 13, 2003 First Set of Interrogatories and First Request for the Production of Documents, and supplements them as follows:

1. The term “Linux” shall mean any and all versions, or other variants of any Linux computer operating system, including but not limited to any Linux kernel and/or GNU tools suite.

2. The term "SCO" shall mean and include, collectively and/or individually, The SCO Group, Inc., Caldera Systems, Inc., or Caldera International, Inc., and all its directors, officers, authorized agents, employees, consultants, attorneys, sales representatives, direct and indirect contractors, entities that were in part or in whole acquired by or merged with The SCO Group, Inc., Caldera Systems, Inc., or Caldera International, Inc., affiliates, subsidiaries or predecessor companies of The SCO Group, Inc., Caldera Systems, Inc., or Caldera International, Inc., and/or all other persons acting on behalf of The SCO Group, Inc., Caldera Systems, Inc., or Caldera International, Inc. This does not include Tarantella, Inc., other than the Server Software and Professional Services divisions acquired in 2001 by Caldera International, Inc. from Tarantella, Inc., f/k/a The Santa Cruz Operation, Inc.

DATED this 2<sup>nd</sup> day of September, 2005.

SNELL & WILMER L.L.P.



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### Topics

1. Business, marketing and/or commercial transactions conducted by SCO in the state of New York, or with any company with a place of business in the state of New York, since January 2003, including but not limited to: the date and nature of the transaction; the purpose and precise place of the transaction; the persons and entities involved in the transaction; and the identity of all documents relating to each transaction.

2. All communications and/or agreements, both written and oral, between SCO and any other person, including but not limited to Tarantella, Inc., f/k/a The Santa Cruz Operation ("Santa Cruz"), and Novell, Inc. ("Novell"), relating to UNIX copyrights and/or SCO's alleged ownership of those copyrights, including but not limited to: the date, place and nature of the communication or agreement; the purpose of the communication or agreement; the persons and entities involved in the communication or agreement; the substance of the communication or agreement; and the identity of all documents relating to the communication or agreement.

3. All communications and/or agreements, both written and oral, within SCO or between SCO and any other person (such as Sun Microsystems, Inc.) concerning the open-sourcing or public disclosure of any product containing UNIX source code (such as UnixWare), including but not limited to: the date, place and nature of the communication or agreement; the purpose of the communication or agreement; the persons and entities involved in the communication or agreement; the substance of the communication or agreement; and the identity of all documents relating to the communication or agreement.

4. All communications, both written and oral, between SCO and IBM concerning IBM's alleged breach of the IBM and Sequent UNIX licensing agreements and SCO's purported right to terminate those agreements, including but not limited to: the date, place and nature of the communication; the persons involved in the communication; the conditions upon which SCO

based its purported termination; and any curative measures proposed to IBM by SCO prior to the purported termination.

5. Any damage or injury to SCO as a result of any alleged misconduct by IBM (such as IBM's alleged breach of contract, infringement of copyrights, interference with SCO's business relations, or unfair competition), including but not limited to: the identity of the products or business segments allegedly injured; the dates and nature of the alleged injury; the cause of the alleged injury; the extent of the alleged injury; all efforts by SCO to mitigate the alleged injury; the identity of all documents relating to the alleged injury; and the identity of any analyses, assessment, opinion or statement relating to the alleged injury.

6. The value of SCO's businesses and products (such as the products listed in SCO's response to Interrogatory Number 11 propounded by IBM), including but not limited to any valuations in connection with SCO's SEC filings, SCO's acquisition of assets from Santa Cruz, Santa Cruz's acquisition of assets from Novell, Novell's acquisition of assets from AT&T or Unix System Laboratories, Inc., and any other actual or potential transactions or equity investments in SCO; any internal business forecasts, analyses, or plans; and the identity of all documents relating to the value of SCO's businesses and products.

7. SCO's document retention policies, procedures and practices.

8. SCO's policies, procedures and practices relating to the retention of all versions and iterations of any UNIX and Linux source code.

9. The identification of and role of all persons at SCO who have ever participated in or worked on the development of Linux, including by making contributions to Linux, and contact information for those persons.

10. SCO's business relationships with Sherwin-Williams Company, Autozone, Inc., Target Corporation, Intel Corporation, Computer Associates International, Inc., Oracle Corporation, Hewlett-Packard Company, Novell, The Kroger Company, Advanced Auto, Shaw's

Supermarkets, State of Maine (Department of Labor), Eckerds, Safeway, and any other company or entity whose relationship with SCO IBM has allegedly interfered with, including but not limited to: the nature, extent and duration of the relationship; the date, nature and particulars of any conduct by IBM interfering with the relationship; the impact on SCO of IBM's conduct; the identity of all persons with personal knowledge of IBM's conduct and its impact on SCO; and the identity of all documents relating to IBM's conduct.

11. SCO's business relationships with Microsoft, Inc., Royal Bank of Canada, Baystar Capital, and Sun Microsystems, Inc., including but not limited to: the nature, extent and duration of the relationship; the identity of all persons with personal knowledge of the relationship; and the identity of all documents relating to the relationship.

12. United Linux, including the purpose and scope of the project; SCO's role in it; the identity of the SCO representatives participating in it; the code contributed to Linux as part of the project; and the identity of all Linux distributions by SCO that were based on United Linux (including the date of the distribution and the person to whom it was distributed).

13. Competition for any products, services or licenses offered or sold by SCO, including but not limited to: the products with which they have competed; any conduct by IBM affecting that competition including the date and nature of that conduct; any business, contract, customer, or revenue lost to, won from, or retained in competition against IBM; any business, contract, customer, or revenue lost as a result of conduct by IBM; the identity of all persons with personal knowledge of such competition; and the identity of all documents relating to such competition.

14. IBM's alleged unfair competition with SCO, including but not limited to: the date and nature of alleged misconduct by IBM; the impact of that alleged misconduct on SCO, including business, contracts, customers, or revenue lost to IBM; the identity of all persons with

personal knowledge of such alleged misconduct; and the identity of all documents relating to such alleged misconduct.



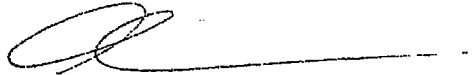
**CERTIFICATE OF SERVICE**

I hereby certify that on the 2<sup>nd</sup> day of September, 2005, a true and correct copy of the foregoing was sent by U.S. Mail, postage prepaid, to the following:

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