

SNELL & WILMER LLP
Alan L. Sullivan (3152)
Todd M. Shaughnessy (6651)
Amy F. Sorenson (8947)
15 West South Temple
Gateway Tower West
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900
Facsimile: (801) 257-1800

CRAVATH, SWAINE & MOORE LLP
Evan R. Chesler (admitted pro hac vice)
David R. Marriott (7572)
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

*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.

**DECLARATION OF
ROBERT A. MARSH**

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball
Magistrate Judge Brooke C. Wells

DECLARATION OF ROBERT A. MARSH

I, Robert A. Marsh, declare as follows:

1. This declaration is submitted in connection with the lawsuit entitled The SCO Group, Inc. v. International Business Machines Corporation, Civil No. 2:03CV-0294 DAK (D. Utah 2003). Unless otherwise stated, I make this declaration based upon personal knowledge and review of the documents referenced herein. This declaration is prepared in accordance with the protective order in place in this case.

2. On October 6, 1998, I and two associates, Roy Marsh III and Randy Williams, founded Everyones Internet, Inc., in Houston, Texas. Subsequently the operations of Everyones Internet, Inc. were transferred to Everyones Internet, Ltd., a Texas limited partnership ("EV1"). I have served as the CEO of EV1 since its founding.

3. EV1 began commercial operations on December 1, 1998. We are currently one of the largest independent Internet service providers in the United States.

4. In 2000, we launched EV1's hosting division, EVIServers.net. EVIServers.net offers users a choice of Windows and Linux operating systems. EVIServers.net features Red Hat Enterprise Linux as its primary Linux offering.

5. In late 2003, EVIServers.net became the largest dedicated hosting provider in the world measured by number of servers. Today, our total servers under management exceeds 20,000.

6. On December 19, 2003, we received a letter from The SCO Group's ("SCO") general counsel, Ryan Tibbitts, a true and correct copy of which is attached hereto as Exhibit 1.

Mr. Tibbitts informed us that our "use of the Linux operating system" violated SCO's copyrights.

7. On January 13, 2004, Philip Langer, SCO's Regional Director of Intellectual Property Licensing, sent another letter to EV1, a true and correct copy of which is attached hereto as Exhibit 2. Mr. Langer again informed us that our use of Linux violated SCO's copyrights. He requested a meeting with EV1 to "discuss the alternatives that are available to [EV1]" and to "propose solutions that will be agreeable and economically feasible for [EV1]." Mr. Langer also threatened legal action against EV1 if we did not "pursue a licensing arrangement" with SCO.

8. I contacted SCO in late January or early February 2004 to discuss possible ways to address the violations asserted in SCO's two letters to us. I do not recall specifically with whom I first spoke, but it was likely Mr. Langer, the individual at SCO with whom I dealt with primarily. I also recall having a face-to-face meeting around this time with a number of SCO representatives, including Mr. Langer, to discuss the possibility of EV1 pursuing a licensing arrangement with SCO.

9. Although Mr. Langer had stated in his January 13, 2004, letter that we would discuss the alternatives and solutions available to EV1, Mr. Langer made it clear from the beginning of our discussions that there was only one course that would satisfy SCO: EV1's agreement to purchase a Linux license from SCO called *SCOsource*. There was not any discussion of any alternative other than a *SCOsource* license or litigation.

10. In my initial conversations with Mr. Langer and others at SCO, I expressed a need for further information concerning *SCOsource* before I could agree to anything. I recall

inquiring why EV1 needed to purchase a *SCOsource* license. Mr. Langer and others at SCO told me that the Linux operating system contained code which infringed upon SCO's copyrights. They further told me that the infringement was "pervasive" and "certain." They also told me that the infringement was both "verbatim" and "derived."

11. In describing the infringement in Linux as pervasive, Mr. Langer and the others never expressed any doubt as to the strength or certainty of their claims. The impression I received was that it was only a matter of time before SCO would prevail in its lawsuits against various Linux companies and users. They also told me that many other companies would be sued in the immediate future.

12. Mr. Langer explained that because Linux was a derivative of UNIX, EV1 needed to purchase a Linux license from SCO in order to legally continue running Linux on the servers managed by EVIServers.net. They described the *SCOsource* license as a "Linux license" or a "Linux IP license." For example, in a February 10, 2004, email to me, a true and correct copy of which is attached hereto as Exhibit 3, Mr. Langer twice referred to the *SCOsource* license as a "Linux IP license." At no time did they specify or describe to me the code in Linux that was allegedly copied from or derived from UNIX. It was my understanding, based on the SCO representatives' explanations, that *SCOsource* was a Linux license and that EV1 could not legally run Linux on its servers without it.

13. I believed that if EV1 did not purchase a *SCOsource* license, SCO would likely sue EV1 and/or its customers for copyright infringement. I was advised that SCO was in the process of picking various types of Linux users to name as defendants and that, among the possible targets, they were considering three hosting companies, including EV1. They told me

that they planned to initiate the lawsuits very soon. I believed that if EV1 did not purchase a *SCOsource* license, EV1 was likely to be named in a lawsuit.

14. Mr. Langer or others representing SCO told me that a lawsuit against EV1 or our customers could result in a temporary restraining order or an injunction mandating an immediate shut-down of EVIServers.net's Linux servers. I take great pride in the consistency and reliability of our hosting infrastructure, qualities for which EVIServers.net are well-known in the industry. A shut-down, or even the possibility of one, would have been severely damaging to our hosting business. I felt pressure and urgency to avoid that outcome.

15. I was told by Mr. Langer or others at SCO that SCO had already signed up several licensees, whose identities could not be disclosed because of confidentiality provisions. I was further informed that numerous other Linux customers or users were entering into *SCOsource* licensing arrangements, leading me to believe that EV1 ultimately would be just one of many licensees.

16. In his February 10, 2004, email, Mr. Langer told me that by agreeing to a *SCOsource* license, I could "expect EV1 to gain a great amount of exposure throughout the IT trade publications as well as on Wall Street." (See Exhibit 3.)

17. Around early February 2004, I decided that EV1 should purchase a *SCOsource* license to insulate EV1 and our customers from SCO's threats of litigation. I made a calculated business decision based on the information provided by Mr. Langer and others at SCO concerning the reasons that a license was necessary and the likely consequences to my business of not purchasing one. I wanted to create a "safe haven" for our customers. The customers of EVIServers.net are primarily small and medium-sized businesses, who I believe would lack

sufficient resources to defend themselves in lawsuits brought by SCO. In agreeing to a SCOsource license, I intended to provide certainty to my customers by ensuring them that they would never have to worry about being sued by SCO.

18. SCO's explicit threats of a temporary restraining order or an injunction against EV1 were also a factor in my decision. I wanted to eliminate the possibility that our hosting infrastructure could be disrupted.

19. Negotiations over the terms of the license took place throughout February 2004. The majority of negotiations concerned the license fee. In his February 10, 2004, email, Mr. Langer informed me that the "list pricing" for the SCO license was "\$699 per server processor for a one time license fee and \$140 per server processor for a 1-year license." (See Exhibit 3.) At \$699 per server processor, a one-time license covering all of our Linux servers would have cost us several million dollars. I informed Mr. Langer that paying such a price would put us out of business. (See Exhibit 3.)

20. In an email dated February 11, 2004, a true and correct copy of which is attached hereto as Exhibit 4, Mr. Langer offered EV1 a discount at 75% of the list price.

21. In my response to Mr. Langer, I wrote, "Pricing is what we have substantial problems with. As I don't want to ever have any potential issues with SCO, I feel it important to have a 'company' license, rather than a per-unit." (See Exhibit 4). In a follow-up phone conversation with Mr. Langer, we agreed that a fixed license fee would fully cover EV1, regardless of the number of servers managed by EVIServers.net.

22. In his February 11, 2004, email to me, Mr. Langer also stated that SCO and EV1 would agree to the following: (i) SCO and EV1 would engage in joint marketing efforts; (ii) no

one within the employment of SCO or EV1 may make public comments regarding the agreement except myself and a "single pre-determined named person at SCO;" (iii) final negotiations would be confidential, except as required by federal law; (ii) no one within the employment of SCO or EV1 "may reference the discounted amounts that were granted under the special pricing for volume;" and (iv) I would agree to "participate in a joint press release and to assist in the arrangement of interviews with at least 10 members of the press." (See Exhibit 4.)

23. Mr. Langer and another representative at SCO offered a net license fee of \$800,000 that would reflect a volume discount and a substantial promotional discount for certain efforts to be undertaken by EV1 and SCO to publicize EV1's agreement with SCO. The specific promotional efforts were to be set forth in detail in the license agreement. I agreed to the \$800,000 net license fee.

24. In late February 2004, we commenced the drafting of the license agreement. By email dated February 20, 2004, a true and correct copy of which is attached hereto as Exhibit 5, Mr. Langer sent a proposed SCOSource contract to my attorney, Eric Schaeffer.

25. Bill Broderick, SCO's Director of Software Licensing, and Mr. Schaeffer were primarily responsible for drafting the license agreement. I was copied on some of their correspondence and occasionally reviewed the various drafts and suggested or approved certain changes to the contractual language.

26. On February 29, 2004, I reviewed and approved the final agreement for execution ("the Agreement").

27. On March 1, 2004, I signed the Agreement on behalf of EV1. The same day, Chris Sontag signed the Agreement on behalf of SCO. A true and correct copy of the Agreement is attached hereto as Exhibit 6.

28. A \$600,000 Licensee Promotional Allowance was granted by SCO for my agreement to participate in a "mutually agreed upon advertising campaign related to this Agreement, specifically excluding any pricing related information." (See Exhibit 6.)

29. The promotional activities to which I agreed include: (i) issuing a joint press release; (ii) favorably discussing the benefits of the Agreement in mutually agreed-to interviews, including providing SCO with an executive quote or endorsement for SCO's press releases; (iii) allowing SCO to "write up a success story for its web site and press usage;" (iv) agreeing to talk with the media about *SCOsource* and (v) agreeing to commence within 30 days of the Agreement an advertising campaign for national and international publications, with each party reserving the right to approve any advertisements prior to distribution. (See Exhibit 6.)

30. The Agreement requires the joint agreement of SCO and EV1 to any press releases and other publicity relating to the Agreement. The Agreement also requires that SCO obtain EV1's prior approval for the content of any references in the press by SCO to EV1 as a *SCOsource* licensee. (See Exhibit 6.) These provisions were specifically included in the Agreement so that I could retain control over SCO's statements to the media regarding our purchase of a *SCOsource* license.

31. On March 1, 2004, SCO issued a joint press release announcing EV1's purchase of a *SCOsource* license, a true and correct copy of which is attached hereto as Exhibit 7.

32. As required by the Agreement, I provided a quote or endorsement, which was contained in the March 1, 2004, press release. I stated, "The SCO agreement eliminates uncertainty from our clients' hosting infrastructure. Our current and future users now enjoy the peace of mind of knowing that their websites and data are hosted on a SCO IP compliant platform. This agreement demonstrates EVI's commitment to providing customers with stable, long-term solutions that they can depend on for their growth." (See Exhibits 6 and 7.) I also considered my statement to be a favorable discussion of the benefits of the Agreement to EVI and our customers, consistent with the requirements of the Promotional Allowance. (See Exhibit 6.)

33. In the March 1, 2004, joint press release, Darl McBride of SCO stated, "We know [our intellectual property] has tremendous value and are pleased that other companies—like EVIServers.Net—recognize our investment and the importance of SCO's valuable IP asset as well." (See Exhibit 7.)

34. I was given a brief opportunity to review the joint press release before it was issued, but did not fully consider Mr. McBride's statement before giving my approval. Mr. McBride's statement was a mischaracterization of our decision. During negotiations, I told Mr. Mr. Langer that my decision was based solely on business considerations. There was never any understanding on my part that EVI was endorsing the validity of SCO's copyright claims.

35. Within an hour of the issuance of the March 1, 2004, press release, I began to receive criticism from my customers over my decision to purchase a license from SCO. Many of my customers considered EVI's payment for the license tantamount to funding SCO's litigation efforts and its attack on Linux. The criticism intensified over the ensuing weeks. We received

hate-mail from people interpreting our agreement as validating or endorsing SCO. We were accused of betraying our customers and aligning ourselves with a company considered to be the enemy of the open source community. Some of our customers threatened to, and did, leave EVIServers.net.

36. I did not anticipate the overwhelmingly negative response from our customer base. In agreeing to purchase the SCOsource license, I believed that I was serving the interests of our customers by shielding them from SCO's threats of litigation. Ironically, although my intention was to take EV1 and our customers out of the fray, my decision resulted in EV1 being placed at the center of it. As reported in a March 25, 2004, article in InfoWorld, a true and correct copy of which is attached hereto as Exhibit 8, I stated, "All of a sudden we went from being reasonably good guys to being, in some people's eyes, akin to the devil."

37. On March 2, 2004, I posted a letter to my customers on the EVIServers.net website, explaining my decision and addressing the characterization by Mr. McBride and our customers that we were endorsing SCO's claims. A true and correct copy of my letter is attached hereto as Exhibit 9. I wrote, "We make no endorsement of SCO nor do we make any admission as to their claims." (Id.) That sentence was immediately and widely reported in the press. True and correct copies of two articles quoting the sentence are attached hereto as Exhibit 10.

38. I also took issue with SCO's repeated public statements concerning the amount of EV1's license fee. I consider such statements to be in violation of our agreement. The agreement concerning the promotional campaign "specifically exclude[d] any pricing related information." (See Exhibit 6.) Moreover, on February 11, 2004, Mr. Langer stated that "[n]o one within SCO or EV1 may reference discounted amounts that were granted under the special

pricing for volume.” (See Exhibit 4.) Mr. Langer and Blake Stowell, SCO’s Public Relations Director, also made verbal assurances as we were finalizing the Agreement that the pricing information would remain confidential.

39. Nonetheless, I learned that SCO was repeatedly providing inaccurate or misleading information to the press concerning the amount of the license fee. As reported in a March 1, 2004, article in internetnews.com, a true and correct copy of which is attached hereto as Exhibit 11, Mr. Stowell suggested that the license fee was “worth at least \$1 million.” In a March 2, 2004, article in Linux Pipeline, a true and correct copy of which is attached hereto as Exhibit 12, Mr. Stowell is quoted as stating that the deal was worth “north of seven figures” to SCO. In a March 4, 2004, article in Netcraft, a true and correct copy of which is attached hereto as Exhibit 13, Mr. Stowell is quoted as stating that EVIServers.net “didn’t pay full retail price on each server, but the deal was still worth seven figures all together for SCO.”

40. As reported in the March 4, 2004, Netcraft article, I stated, “I would discount any reports or quotes of a 7 figure cash payment as has been reported. We did agree to a one time payment, however we did not agree to pay a 7 figure cash payment as reported in the media.” (See Exhibit 13.)

41. Of course, the Agreement clearly indicates, and there is no dispute, that EV1 agreed to pay \$800,000, factoring in the promotional discount. SCO never claimed that EV1 had forfeited the promotional discount. (See Exhibit 6.)

42. Although SCO agreed that no one at SCO or EV1 except myself and a “single pre-determined named person at SCO” would be permitted to discuss the Agreement in the press

(see Exhibit 4) both Mr. Stowell and Mr. McBride made numerous public statements concerning the Agreement.

43. On March 25, 2004, I stated publicly that I regretted my decision to purchase a *SCOsource* license. As reported in various publications, I stated, "Would I do it again? No. I'll go on the record as saying that. I certainly know a lot more today than I knew a month ago, in a lot of respects." (See, e.g., Exhibit 8.)

44. I affirm my statement that I would not have purchased a *SCOsource* license if I had another chance to make my decision. I learned many things after I signed the Agreement that would have changed my decision. SCO advised me that they had evidence of pervasive infringement in Linux and that the evidence was certain. I was told that a lawsuit against us was likely and imminent. I felt rushed to make a decision. I also learned that there were not numerous licensees as SCO had led me to believe, but that EVI was one of only a handful of licensees.

45. At the time, I was not aware of alternatives to *SCOsource*. However, after executing the Agreement, I learned that in late January 2004, Red Hat announced that it would protect its end users by guaranteeing that it would replace any code found to be infringing. Red Hat also established an "Open Source Now Fund" to assist its users with legal expenses resulting from their use of Linux. I believe that Red Hat's protections would have applied to the customers of EVIServers.net who rely on Red Hat Enterprise Linux. Had I been aware of the "Open Source Now Fund" at the time, I would probably have considered refusing to sign the Agreement, especially because a major factor in my decision was my concern that our customers would not be able to afford legal expenses to defend a lawsuit by SCO.

46. After learning of SCO's public comments regarding the confidential pricing terms of the license, I told Mr. Langer that I believed SCO's disclosures violated the Agreement and that EV1 was considering terminating the Agreement. In order to satisfy EV1's concerns, the parties entered into an amendment to the Agreement. On June 7, 2004, I executed on behalf of EV1 Amendment No. One, a true and correct copy of which is attached hereto as Exhibit 14. Amendment No. One revised the promotional obligation of EV1 to allow full credit for the Promotional Allowance if EV1 included an Intellectual Property compliant message, such as "IP Compliant," in connection with its print advertising. Amendment No. One also extended the fixed license fee payment terms through December 2005. The parties extended the payment terms through December 2006 by a subsequent amendment.

47. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed: April 5, 2006

Houston, Texas.



Robert A. Marsh



December 19, 2003

Randell Williams
CTO
RackShack
2600 southwest Freeway suite 500
Houston, TX 77098

Re: The SCO Group, Inc. ("SCO")

Unix Licensee,

In May 2003, SCO warned about enterprise use of the Linux operating system in violation of its intellectual property rights in UNIX technology. Without exhausting or explaining all potential claims, this letter addresses one specific area in which certain versions of Linux violate SCO's rights in UNIX.

In this letter we are identifying a portion of our copyright protected code that has been incorporated into Linux without our authorization. Also, our copyright management information has been removed from these files. These facts support our position that the use of the Linux operating system in a commercial setting violates our rights under the United States Copyright Act, including the Digital Millennium Copyright Act. We are notifying you of these facts so you can take steps to discontinue these violations. We believe these violations are serious, and we will take appropriate actions to protect our rights. No one may use our copyrighted code except as authorized by us. The details of our position are set forth below. Once you have reviewed our position, we will be happy to further discuss your options and work with you to remedy this problem.

Certain copyrighted application binary interfaces ("ABI Code") have been copied verbatim from the UNIX System V code base and contributed to Linux for distribution under the General Public License ("GPL") without proper authorization and without copyright attribution. While some *application programming interfaces* ("API Code") have been made available over the years through POSIX and other open standards, the UNIX System V *ABI Code* has only been made available under copyright restrictions. AT&T made these binary interfaces available in order to support application development to System V-based operating systems and to assist System V licensees in the development process. *The System V ABIs were never intended or authorized for unrestricted use or distribution under the GPL in Linux.* As the copyright holder, SCO has never granted such permission. Nevertheless, many of the ABIs contained in Linux, and improperly distributed under the GPL, are direct copies of UNIX System V copyrighted software code.

Any part of any Linux file that includes the copyrighted binary interface code must be removed. Files in Linux version 2.4.21 and other versions that incorporate the copyrighted binary interfaces include:

EVI-0000030


```

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

```

```

include/asm-alpha/ioctl.h
include/asm-alpha/ioctls.h
include/asm-arm/ioctl.h
include/asm-cris/ioctl.h
include/asm-i386/ioctl.h
include/asm-ia64/ioctl.h
include/asm-m68k/ioctl.h
include/asm-mips/ioctl.h
include/asm-mips64/ioctl.h
include/asm-mips64/ioctls.h
include/asm-parisc/ioctl.h
include/asm-parisc/ioctls.h
include/asm-ppc/ioctl.h
include/asm-ppc/ioctls.h
include/asm-ppc64/ioctl.h
include/asm-ppc64/ioctls.h
include/asm-s390/ioctl.h
include/asm-s390x/ioctl.h
include/asm-sh/ioctl.h
include/asm-sh/ioctls.h
include/asm-sparc/ioctl.h
include/asm-sparc/ioctls.h
include/asm-sparc64/ioctl.h
include/asm-sparc64/ioctls.h
include/asm-x86_64/ioctl.h
include/linux/ipc.h
include/linux/acct.h
include/asm-sparc/a.out.h
include/linux/a.out.h
arch/mips/boot/ecoff.h
include/asm-sparc/bsderrno.h
include/asm-sparc/solerrno.h
include/asm-sparc64/bsderrno.h
include/asm-sparc64/solerrno.h

```

The code identified above was also part of a settlement agreement entered between the University of California at Berkeley and Berkeley Systems Development, Inc. (collectively "BSDI") regarding alleged violations by BSDI of USL's rights in UNIX System V technology. The settlement agreement between USL and BSDI addressed conditions upon which BSDI could continue to distribute its version of UNIX, BSD Lite 4.4, or any successor versions. One condition was that BSD retain USL copyrights in 91

files (the "UNIX Derived Files"). A complete listing of the UNIX Derived Files is attached. The ABI Code identified above are part of the UNIX Derived Files and, as such, must carry USL / SCO copyright notices and may not be used in any GPL distribution, inasmuch as the affirmative consent of the copyright holder has not been obtained, and will not be obtained, for such a distribution under the GPL.

Use in Linux of any of ABI Code or other UNIX Derived Files code identified above constitutes a violation of the United States Copyright Act. Also, distribution of copyrighted code identified above as part of a source or binary distribution of Linux, with copyright management information deleted or altered, violates the Digital Millennium Copyright Act ("DMCA") codified by Congress at 17 U.S.C. §1202. DMCA liability extends to those who have reasonable grounds to know that a distribution (or re-distribution as required by the GPL) of the altered code or copyright information will induce, enable, facilitate, or conceal an infringement of any right under the DMCA. In addition, neither SCO nor any predecessor in interest has ever placed an affirmative notice in Linux that the copyrighted code in question could be used or distributed under the GPL. As a result, any distribution of Linux by a software vendor or a re-distribution of Linux by an end user that contains any of the identified System V code violates SCO's rights under the DMCA, insofar as the distributor knows of these violations.

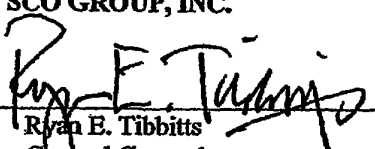
As stated above, SCO's review is ongoing and will involve additional disclosures of code misappropriation. Certain UNIX code, methods and concepts, which we also claim are being used improperly in Linux, will be produced in the pending litigation between SCO and IBM under a confidentiality order.

Thank you for your attention to these matters.

Sincerely,

THE SCO GROUP, INC.

By:


Ryan E. Tibbitts
General Counsel



December 19, 2003

Randall Williams
CTO
EVERYONES INTERNET
2600 southwest Freeway suite 500
Houston,, TX 77098

Re: The SCO Group, Inc. ("SCO")

Unix Licensee,

In May 2003, SCO warned about enterprise use of the Linux operating system in violation of its intellectual property rights in UNIX technology. Without exhausting or explaining all potential claims, this letter addresses one specific area in which certain versions of Linux violate SCO's rights in UNIX.

In this letter we are identifying a portion of our copyright protected code that has been incorporated into Linux without our authorization. Also, our copyright management information has been removed from these files. These facts support our position that the use of the Linux operating system in a commercial setting violates our rights under the United States Copyright Act, including the Digital Millennium Copyright Act. We are notifying you of these facts so you can take steps to discontinue these violations. We believe these violations are serious, and we will take appropriate actions to protect our rights. No one may use our copyrighted code except as authorized by us. The details of our position are set forth below. Once you have reviewed our position, we will be happy to further discuss your options and work with you to remedy this problem.

Certain copyrighted application binary interfaces ("ABI Code") have been copied verbatim from the UNIX System V code base and contributed to Linux for distribution under the General Public License ("GPL") without proper authorization and without copyright attribution. While some *application programming interfaces* ("API Code") have been made available over the years through POSIX and other open standards, the UNIX System V *ABI Code* has only been made available under copyright restrictions. AT&T made these binary interfaces available in order to support application development to System V-based operating systems and to assist System V licensees in the development process. *The System V ABIs were never intended or authorized for unrestricted use or distribution under the GPL in Linux.* As the copyright holder, SCO has never granted such permission. Nevertheless, many of the ABIs contained in Linux, and improperly distributed under the GPL, are direct copies of UNIX System V copyrighted software code.

Any part of any Linux file that includes the copyrighted binary interface code must be removed. Files in Linux version 2.4.21 and other versions that incorporate the copyrighted binary interfaces include:

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

include/asm-alpha/ioctl.h
 include/asm-alpha/ioctls.h
 include/asm-arm/ioctl.h
 include/asm-cris/ioctl.h
 include/asm-i386/ioctl.h
 include/asm-ia64/ioctl.h
 include/asm-m68k/ioctl.h
 include/asm-mips/ioctl.h
 include/asm-mips64/ioctl.h
 include/asm-mips64/ioctls.h
 include/asm-parisc/ioctl.h
 include/asm-parisc/ioctls.h
 include/asm-ppc/ioctl.h
 include/asm-ppc/ioctls.h
 include/asm-ppc64/ioctl.h
 include/asm-ppc64/ioctls.h
 include/asm-s390/ioctl.h
 include/asm-s390x/ioctl.h
 include/asm-sh/ioctl.h
 include/asm-sh/ioctls.h
 include/asm-sparc/ioctl.h
 include/asm-sparc/ioctls.h
 include/asm-sparc64/ioctl.h
 include/asm-sparc64/ioctls.h
 include/asm-x86_64/ioctl.h
 include/linux/ipc.h
 include/linux/acct.h
 include/asm-sparc/a.out.h
 include/linux/a.out.h
 arch/mips/boot/ecoff.h
 include/asm-sparc/bsderrno.h
 include/asm-sparc/soerrno.h
 include/asm-sparc64/bsderrno.h
 include/asm-sparc64/soerrno.h

The code identified above was also part of a settlement agreement entered between the University of California at Berkeley and Berkeley Systems Development, Inc. (collectively "BSDI") regarding alleged violations by BSDI of USL's rights in UNIX System V technology. The settlement agreement between USL and BSDI addressed conditions upon which BSDI could continue to distribute its version of UNIX, BSD Lite 4.4, or any successor versions. One condition was that BSD retain USL copyrights in 91

files (the "UNIX Derived Files"). A complete listing of the UNIX Derived Files is attached. The ABI Code identified above are part of the UNIX Derived Files and, as such, must carry USL / SCO copyright notices and may not be used in any GPL distribution, inasmuch as the affirmative consent of the copyright holder has not been obtained, and will not be obtained, for such a distribution under the GPL.

Use in Linux of any of ABI Code or other UNIX Derived Files code identified above constitutes a violation of the United States Copyright Act. Also, distribution of copyrighted code identified above as part of a source or binary distribution of Linux, with copyright management information deleted or altered, violates the Digital Millennium Copyright Act ("DMCA") codified by Congress at 17 U.S.C. §1202. DMCA liability extends to those who have reasonable grounds to know that a distribution (or re-distribution as required by the GPL) of the altered code or copyright information will induce, enable, facilitate, or conceal an infringement of any right under the DMCA. In addition, neither SCO nor any predecessor in interest has ever placed an affirmative notice in Linux that the copyrighted code in question could be used or distributed under the GPL. As a result, any distribution of Linux by a software vendor or a re-distribution of Linux by an end user that contains any of the identified System V code violates SCO's rights under the DMCA, insofar as the distributor knows of these violations.

As stated above, SCO's review is ongoing and will involve additional disclosures of code misappropriation. Certain UNIX code, methods and concepts, which we also claim are being used improperly in Linux, will be produced in the pending litigation between SCO and IBM under a confidentiality order.

Thank you for your attention to these matters.

Sincerely,

THE SCO GROUP, INC.

By: 

Ryan E. Tibbitts
General Counsel



January 13, 2004

Randell Williams
CTO
RackShack
2600 Southwest Freeway
Suite 500
Houston, TX 77098

Dear Mr. Williams:

I am following up on the SCO letter dated December 19th, regarding the use of SCO copyright protected code that has been incorporated into Linux without our authorization. As stated in the letter:

"No one may use our copyrighted code except as authorized by us."

...Certain copyrighted application binary interfaces ("ABI Code") have been copied verbatim from our copyrighted UNIX code base and contributed to Linux for distribution under the General Public License ("GPL") without proper authorization and without copyright attribution. While some application programming interfaces ("API Code") have been made available over the years through POSIX and other open standards, the UNIX ABI Code has only been made available under copyright restrictions. AT&T made these binary interfaces available in order to support application development to UNIX operating systems and to assist UNIX licensees in the development process. The UNIX ABIs were never intended or authorized for unrestricted use or distribution under the GPL in Linux

.....Use in Linux of any ABI Code or other UNIX Derived Files identified above constitutes a violation of the United States Copyright Act. Distribution of the copyrighted ABI Code, or binary code compiled using the ABI code, with copyright management information deleted or altered, violates the Digital Millennium Copyright Act ("DMCA") codified by Congress at 17 U.S.C. §1202. DMCA liability extends to those who have reasonable grounds to know that a distribution (or re-distribution as required by the GPL) of the altered code or copyright information will induce, enable, facilitate, or conceal an infringement of any right under the DMCA. In addition, neither SCO nor any predecessor in interest has ever placed an affirmative notice in Linux that the copyrighted code in question could be used or distributed under the GPL. As a result, any distribution of Linux by a software vendor or a re-distribution of Linux by an end user that contains any of the identified UNIX code violates SCO's rights under the DMCA, insofar as the distributor knows of these violations."

I am requesting a meeting so that we may discuss the alternatives that are available to your firm. WE BELIEVE WE CAN PROPOSE SOLUTIONS THAT WILL BE AGREEABLE AND ECONOMICALLY FEASIBLE FOR YOU. I look forward to hearing from you. If you fail to respond to our efforts to pursue a licensing arrangement, WE WILL TURN YOUR NAME OVER TO OUR OUTSIDE COUNSEL FOR CONSIDERATION OF LEGAL ACTION.

Please contact me immediately so we may schedule a meeting. My telephone number is (312) 559-0684 or email philipl@sco.com.

Yours truly,

Philip Langer
Regional Director, Intellectual Licensing
SCO
Encl: Letter December 19, 2003
Cc: Ryan E. Tibbitts, SCO General Counsel

...
...
...
...
...
...

...
...

...
...
...

...
...
...

...
...
...

...
...

...

...

...

-----Original Message-----

From: Philip Langer [mailto:Philip.Langer@sco.com]

Sent: Tuesday, February 10, 2004 6:19 PM

To: ram@ev1.net

Subject: SCO IP License

Robert,

I tried sending this to Robert.Marsh@ev1.net and it got kicked back should I continue using the ram address.

Before I can send out a formal proposal, I want to be sure that you and I are on the same page.

We concur that a joint marketing position will benefit both EV1 and SCO. We are confident that Forbes and Bloomberg will be quite anxious to speak with you (I suspect that you will receive more requests for interviews than initially perceived.). You can expect EV1 to gain a great amount of exposure throughout the IT trade publications as well as on Wall Street. It is also understood that with any type of marketing alliance, only Robert Marsh and authorized SCO personnel (as agreed by EV1) may comment on any agreement. Is this the type of public marketing/exposure that EV1 is looking for?

As far as pricing goes, the list pricing for SCO's IP License is \$699 per server processor for a one time license fee and \$140 per server processor for a 1-year license. Obviously, this list pricing is for all general licenses of our Linux IP license. Thus for a customer of EV1's size, lets just estimate 10,000 server processors - the list price for a one-time Linux IP license would be 6,999,000 and 1,400,000 for a one-year agreement. This is not the price I am proposing to EV1; however this is the value that SCO puts on its IP that is in use in Linux. As per our conversation on Monday, I do understand that the hosting business is a small margin business; thus with a requirement for a site license I would like to know what type of discounts do you typically

CONFIDENTIAL

SCO1485737

request from your vendors?

Regards,

*Philip Langer
Regional Director
SCO Intellectual Property Licensing
The SCO Group Inc. (NASDAQ: SCOX)
333 N. Jefferson suite #203
Chicago, IL 60661
Phone: 312-559-0684
philip.langer@sco.com*

This e-mail message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify me immediately by replying to this message and please destroy all copies of this message and attachments. Thank you

From: Robert Marsh [ram@ev1.net]
Sent: Tuesday, February 10, 2004 7:38 PM
To: 'Philip Langer'
Cc: ram@ev1.net
Subject: RE: SCO IP License

I forgot.. my apologies as it has been a VERY tough day.

We are on the same page with regard to the concept. I do realize that SCO has set the pricing as they have but I think it better for these discussion no to dwell on conceptual issues. Once we have an agreement, I'll "tote the company line".

The numbers you mention are just not affordable for us. At that point, we'd be paying you even more than we pay Red Hat Substantially more Mucho mucho mucho more. I know you have your point with that as well.

I just can't afford millions of dollars. It would put us out of the hosting business which doesn't make sense for anyone especially my 2 year old who will some day want daddy to buy him a Ferrari. ☺

You guys seem like the type that we can get a deal done with. I think we have some of the same goals.

I look forward to hearing back from you.

My new cell .. 713-545-3366 .

Robert

-----Original Message-----

From: Philip Langer [mailto:Philip.Langer@sco.com]
Sent: Tuesday, February 10, 2004 6:19 PM
To: ram@ev1.net
Subject: SCO IP License

Robert,

I tried sending this to Robert.Marsh@ev1.net and it got kicked back should I continue using the ram address.

Before I can send out a formal proposal, I want to be sure that you and I are on the same page.

We concur that a joint marketing position will benefit both EV1 and SCO. We are confident that Forbes and Bloomberg will be quite anxious to speak with you (I suspect that you will receive more requests for interviews than initially perceived.). You can expect EV1 to gain a great amount of exposure throughout the IT trade publications as well as on Wall Street. It is also understood that with any type of marketing alliance, only Robert Marsh and authorized SCO personnel (as agreed by EV1) may comment on any agreement. Is this the type of public marketing/exposure that EV1 is looking for?

As far as pricing goes, the list pricing for SCO's IP License is \$699 per server processor for a one time license fee and \$140 per server processor for a 1-year license. Obviously, this list pricing is for all general licenses of our Linux IP license. Thus for a customer of EV1's size, lets just estimate 10,000 server processors - the list price for a one-time Linux IP license would be 6,999,000 and 1,400,000 for a one-year agreement. This is not the price I am proposing to EV1; however this is the value that SCO puts on its IP that is in use in Linux. As per our conversation on Monday, I do understand that the hosting business is a small margin business; thus with a requirement for a site license I would like to know what type of discounts do you typically

request from your vendors?

Regards,

*Philip Langer
Regional Director
SCO Intellectual Property Licensing
The SCO Group Inc. (NASDAQ: SCOX)
333 N. Jefferson suite #203
Chicago, IL 60661
Phone: 312-559-0684
philip.langer@sco.com*

This e-mail message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify me immediately by replying to this message and please destroy all copies of this message and attachments. Thank you

From: Philip Langer [Philip.Langer@sco.com]
Sent: Friday, February 20, 2004 1:40 PM
To: eschaeffer@schalaw.com
Cc: ram@evl.net; larryg@sco.com; bill Broderick
Subject: SCO Contract

Eric,

I have included an electronic version of the SCO contract for your review. Please feel free to direct any of the contract questions to Bill Broderick, I have provided his contact information below.

SCO contracts contact
Bill Broderick
1 908 790 2270
bbroderi@sco.com

If you have any further question I can be reached at 312-559-0684 throughout the weekend.

Regards,

*Philip Langer
Regional Director - Intellectual Property Licensing
The SCO Group Inc. (NASDAQ: SCOX)
Phone: 312-559-0684
philip.langer@sco.com*

This e-mail message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify me immediately by replying to this message and please destroy all copies of this message and attachments. Thank you

**THE SCO GROUP, INC.
INTELLECTUAL PROPERTY LICENSE**

This Intellectual Property License Agreement ("Agreement") is made and entered into on the date last executed below by and between The SCO Group, Inc., a corporation of the State of Delaware, for itself and its Subsidiaries (collectively referred to herein as "SCO"), with its place of business at 355 South 520 West, Suite 100, Lindon, Utah 84042, U.S.A., and Everyones Internet EV1, a corporation of the State of Texas, (referred to herein as "Licensee"), with its place of business at 2600 Southwest Freeway, Suite 500, Houston, Texas 77098.

WHEREAS, SCO owns all right, title and interest in and to certain SCO intellectual property (as hereinafter defined); and

WHEREAS, Licensee is in the business of providing hosting services through its hosting centers; and

WHEREAS, SCO wishes to grant and Licensee wishes to obtain certain limited rights and licenses to use SCO IP, which rights Licensee wishes to accept, all in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises made herein it is agreed as follows:

1.0 DEFINITIONS

- 1.1 "Code" shall mean computer programming instructions.
- 1.2 "CPU" means a single physical computer processor.
- 1.3 "Customer" means those entities who purchase hosting services from Licensee's through Licensee's hosting center.
- 1.4 "Desktop System" means a single user computer workstation controlled by a single instance of the Operating System. It may provide personal productivity applications, web browsers and other client interfaces (e.g., mail, calendaring, instant messaging, etc). It may not host services for clients on other systems.
- 1.5 "General Purpose Computer System" means a commercially available system which is intended to be reprogrammable by the end user and is either (i) intended for primary use as a general purpose business computer, a personal computer, or a scientific/technical workstation; or (ii) part of a network configuration whose primary purpose is for executing general application programs supporting general business, personal, or scientific/technical activities.
- 1.6 "Method" means the human or machine methodology for, or approach to, design, structure, modification, upgrade, de-bugging, tuning, improvement, or adaptation of Code.
- 1.7 "Object Code" means the Code that results when Source Code is processed by a software compiler and is directly executable by a computer.
- 1.8 "Operating System" means software operating system Code (or Code that substantially performs the functions of an operating system) that is a distribution, rebranding, modification or derivative work of the Linux® operating system.
- 1.9 "Point of Sale/Embedded System" means a computer system, controlled by a single instance of the Operating System, that can not be used as a General Purpose Computer System and, as such, is (1) restricted in normal use to the execution of a predefined set of special purpose applications, and (2) does not allow an end user, directly or indirectly, to (i) add or run general purpose application software; (ii) add or administer users; or (iii) provide system administration functions other than diagnostics and maintenance.
- 1.10 "SCO IP" means the SCO intellectual property included in its UNIX-based Code in Object Code format licensed by SCO under SCO's standard commercial license.
- 1.11 "Software" means the Operating System in Object Code format.

- 1.12 “Source Code” means the human-readable form of the Code and related system documentation, including all comments and any procedural language.
- 1.13 “System” means a computer system, containing the licensed CPUs, controlled by a single instance of the Operating System.
- 1.14 “UNIX-based Code” means any Code or Method that: (i) in its literal or non-literal expression, structure, format, use, functionality or adaptation (ii) is based on, developed in, derived from or is similar to (iii) any Code contained in or Method devised or developed in (iv) UNIX® System V or UnixWare®, or (v) any modification or derivative work based on or licensed under UNIX System V or UnixWare.
- 1.15 “Update” means the updates or revisions in Object Code format of the Software that You may receive. Update shall not include any alteration, modification or derivative work of the Operating System prepared by You.

2.0 GRANT OF RIGHTS

- 2.1 SCO hereby grants Licensee and Licensee hereby accepts from SCO the following limited, non-exclusive, non-transferable right and license to use SCO IP, for its internal business purposes and its Customers who purchase system and application hosting services from Licensee, concurrent with run-time use of the Operating System, in Object Code format only on Systems owned by and under the control of Licensee, for which Licensee has paid the applicable licensing fee to SCO. Anything herein to the contrary notwithstanding, Licensee shall have the right to make copies of the SCO IP so long as such copies are used in connection with the properly licensed SCO IP hereunder solely for back-up and recovery purposes.
- 2.2 Except as otherwise expressly provided in Section 2.1 above, no right to copy, modify, distribute, transfer or alter any part of the Operating System or the Software is granted under this Agreement.
- 2.3 No right to create derivative works or modifications of UNIX-based Code, or any other software owned or licensed by SCO is granted under this Agreement.
- 2.4 This Agreement does not grant the right to receive any distribution of software from SCO or any third party.
- 2.5 This Agreement does not extend to contractors or joint venture partners of Licensee. No third party shall acquire any additional rights under this Agreement by acquisition of the assets or stock of Licensee or the merger with or acquisition of a third party. Specifically but without limitation, an acquiring company shall not and is not intended to receive for itself any benefit of the SCO waiver of claims and covenant that is extended to Licensee under the Covenant and Waiver of Certain Claims provisions of this Agreement. Conversely, Licensee shall not acquire any additional rights under this Agreement by acquisition of the assets or stock of a third party. In any stock or asset acquisition of a third party, the release of claims and covenant shall not extend to or benefit Licensee with respect to any infringing use of Software or the Operating System by any third party acquired by Licensee after the date of this Agreement. Anything herein to the contrary notwithstanding, Licensee may request additional licenses hereunder to cover any acquired third party and such request shall not be unreasonably denied by SCO.
- 2.6 No right may be implied beyond those expressly granted hereunder. Any ambiguity in this Grant of Rights or Agreement will be resolved against the grant of any additional right not specifically and expressly granted hereunder.

3.0 SCO COVENANT AND WAIVER OF CERTAIN CLAIMS

Provided Licensee does not exceed the Grant of Rights under this Agreement from and after the date hereof, SCO will not consider such use of the SCO IP licensed by Licensee under this Agreement to be in violation of SCO’s intellectual property ownership rights and SCO shall not bring any legal action alleging infringement of the SCO IP by Licensee or Licensee’s Customers.

4.0 ORDERS, PRICE AND PAYMENT

- 4.1 Licensee will pay the applicable licensing fee included in Exhibit A of this Agreement to SCO.
- 4.2 Licensee's order for licenses under this Agreement is included in Exhibit A of this Agreement. SCO shall invoice Licensee, at the time of execution of this Agreement, pursuant to the information provided for in Exhibit A.
- 4.3 License Fees are exclusive of all applicable taxes. Licensee agrees to pay all taxes associated with right-to-use licenses ordered under this Agreement, including but not limited to sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions, but excluding taxes on SCO's net income.
- 4.4 All fees, costs and charges shall be due and payable thirty (30) days from date of receipt of invoice. SCO may charge Licensee interest at the rate of 1 1/2 percent per month, or such maximum rate as may be permitted by law, whichever shall be less, with respect to any sum that is not paid when due.
- 4.5 Licensee shall make all payments in United States Dollars or as agreed to in writing by the parties.

5.0 RECORD KEEPING AND AUDIT

- 5.1 Licensee shall keep full, clear and accurate records with respect to licenses granted hereunder for the Systems owned or operated by Licensee. Such records shall contain all information necessary to determine all fees due hereunder and shall be maintained for a period of five (5) years.
- 5.2 Licensee hereby grants SCO the right to cause an audit to be made with respect to the fees due hereunder. If any discrepancies are found with respect to Licensee's payment of fees due hereunder then a prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such audit. Any such audit shall be conducted no more frequently than once per calendar year, during regular business hours at Licensee's offices and in such a manner as not to interfere with Licensee's normal business activities. In the event that an audit discloses an underpayment by Licensee to SCO of the lesser of five percent (5%) or the equivalent of Five Thousand United States Dollars (\$5,000), then Licensee shall pay for the cost of the audit, within thirty (30) days of demand therefore.
- 5.3 In the event that SCO makes any claim against Licensee for payment with respect to such audit, upon written request, SCO agrees to promptly make available to Licensee, its records and reports and those prepared for SCO by third parties pertaining to the audit.

6.0 TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION

This Agreement shall remain in effect until terminated as set forth herein. Licensee may terminate this Agreement, without any right to refund or reimbursement by notifying SCO of such termination. SCO may terminate this Agreement, upon thirty (30) days notice and without judicial or administrative resolution, if Licensee or any of Licensee's employees, consultants or Customers breach any material term or condition hereof and such breach is not cured within such thirty (30) day period.

Upon the termination of this Agreement for any reason, all rights granted to Licensee hereunder will cease.

7.0 PROPRIETARY NATURE OF SCO PRODUCTS AND OWNERSHIP

SCO represents and warrants that UNIX-based Code and related materials, and all copyrights, trade secret and other intellectual and proprietary rights therein, are and remain the valuable property of SCO and its suppliers.

8.0 LIMITATION OF WARRANTY

SCO MAKES NO WARRANTIES OF ANY KIND EXPRESS OR IMPLIED WITH RESPECT TO ANY RIGHTS OTHER THAN TO THE SCO IP DEFINED BY THIS AGREEMENT.

SCO WARRANTS THAT IT IS EMPOWERED TO GRANT THE RIGHTS AND LICENSES GRANTED HEREIN.

EXCEPT AS SET EXPLICITLY FORTH IN THE PRECEDING SENTENCE, ALL WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE RIGHTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ANY PARTY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

9.0 LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL SCO OR ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON LICENSEE'S CLAIMS OR THOSE OF ITS CUSTOMERS (INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SCO PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, TRADEMARK, PATENT OR COPYRIGHT INFRINGEMENT), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SCO MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR OTHERWISE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY LICENSEE TO SCO FOR THE LICENSE OF THE SCO PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY IN CERTAIN CIRCUMSTANCES..

10. LICENSEE INDEMNIFICATION

Licensee will defend, indemnify and hold harmless SCO, its parents and subsidiaries, against any third party claim against it for loss, damage, liability or expense (including but not limited to attorneys' fees) arising out of any unauthorized representations, warranties, or willful acts or omissions of Licensee in connection with its activities under this Agreement.

11.0 MISCELLANEOUS

- 11.1 Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Licensee of its obligation to make any payments pursuant to this Agreement.
- 11.2 Licensee may not assign, sublicense, rent, lend, lease, pledge or otherwise transfer or encumber this Agreement or the rights granted under this Agreement, the SCO IP, any of the individual licenses granted under it or Licensee's rights or obligations hereunder. Any purported assignment shall be null and void. Change of control is deemed an assignment and not effective without SCO's express written consent.
- 11.3 All notices and requests in connection with this Agreement may be sent or delivered to the addresses above by hand, by certified mail return receipt requested, by fax, or by courier.
- 11.4 Support and maintenance are not available under this Agreement.
- 11.5 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah and the United States of America, specifically excluding the United Nations Convention

on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the Parties shall be conducted exclusively in the State of Utah. Licensee expressly consents to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law. Nothing in this Section will prevent SCO from seeking injunctive relief against Licensee or filing legal actions for payment of outstanding and past due debts in the courts.

- 11.6 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.
- 11.7 Each Party acknowledges that the parties to this Agreement are independent contractors and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other. This Agreement does not create a joint venture or fiduciary relationship of any kind between the Parties.
- 11.8 Company represents and warrants that all consents of governmental officials necessary for this Agreement to become effective have been obtained, or will be obtained, before Company places any orders under this Agreement. Company will comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency that apply to or result from Company's obligations under this Agreement.
- 11.9 No High Risk Activities: The SCO IP is NOT fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). SCO specifically disclaims any express or implied warranty of fitness for High Risk Activities.
- 11.10 This Agreement (including all Exhibits) sets forth the entire understanding and supersedes and merges all prior and contemporaneous agreements between the parties relating to the subject matter contained herein. Neither Party shall be bound by any provision, amendment or modification other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by a duly authorized representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the last date properly executed by both parties. All signed copies of this Agreement shall be deemed originals.

THE SCO GROUP, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Draft – For review and discussion purposes – SCO Legal will provide executable documents.

-
- ® Linux is a registered trademark of Linus Torvalds in the US and other countries.
 - ® UNIX and UnixWare are a registered trademarks of The Open Group in the US and other countries.

EXHIBIT A
LICENSE FEES AND ADDITIONAL TERMS AND CONDITIONS

LICENSE FEES:

The following License Fees are not subject to any additional discounts and may not be used for purposes of aggregating to any other SCO discounts.

Subject to Section 2 of this Agreement, SCO grants licensee a limited, non-exclusive, non-transferable right and license to use SCO IP, for its own internal business purposes, concurrent with run-time use of the Operating System, in Object Code format only, on all Systems owned and operated by Licensee. Licensee agrees to pay SCO the following License Fees:

Total Site License Fee	US\$ 2,000,000	<i>(total fee payable including advertising)</i>
Less: Licensee Promotional Allowance	US\$ 600,000	<i>(less promotional allocation)</i>
SCO Discount/Contribution Allowance	<u>US\$ 600,000</u>	<i>(less applied discount)</i>

Net License Fee US\$ 800,000 *(payable to SCO per below)*

Net License Fee will be paid pursuant to the following schedule:

Upon Execution	US\$ 100,000	June 30, 2004	US\$ 100,000
March 31, 2004	US\$ 100,000	July 31, 2004	US\$ 100,000
April 30, 2004	US\$ 100,000	August 31, 2004	US\$ 100,000
May 31, 2004	US\$ 100,000	September 30, 2004	US\$ 100,000

Promotional Allowance:

In consideration of Licensee's commitment (\$600,000 Promotional Allowance) to participate in mutually agreed upon advertising campaign related to this Agreement, specifically excluding any pricing related information, SCO is granting Licensee a reduction in Licensee Fees payable. Should Licensee fail to comply with this commitment, the Net License Fee shall be adjusted accordingly. SCO and Licensee will mutually agree upon the costs to be applied by Licensee toward satisfaction of its Promotional Allowance.

Both Parties will work together to complete a joint press release by the parties to be issued upon execution of this Agreement. Licensee further agrees to favorably discuss the benefits of this Agreement in mutually agreed to interviews including provide the an executive quote/endorsement that SCO can use in press releases, allow SCO to write up a success story for its web site and press usage and, Licensee agrees to talk with the press about SCO's Intellectual Property License.

Licensee agrees to commence advertising campaign for national/international publications within the first thirty (30) days of this Agreement. SCO and Licensee reserve the right to approve final advertising copy prior to distribution. Other advertising initiatives may include, but not to be limited to advertising and press release opportunities, joint participation at events, or other venues, etc.

SCO and Licensee will jointly agree on press releases and other publicity related to this Agreement. SCO will be free to reference Licensee as a licensee of the SCO Intellectual Property License subject to Licensee's prior approval of the content. Such approval by Licensee shall not be unreasonably delayed or withheld. Approval shall be deemed granted if SCO does not receive an objection from Licensee within five (5) business days of such request. This includes but is not limited to references with industry and financial analysts.

Each Party will be free to reference the other as the licensor/licensee of the SCO Intellectual Property License subject to the other party's prior approval of the content. Such approval shall not be unreasonably delayed or withheld. Approval shall be deemed granted if the requesting party does not receive an objection within five (5) business days of such request. This includes but is not limited to references with industry and financial analysts.

COPY

THE SCO GROUP, INC.
INTELLECTUAL PROPERTY LICENSE

This Intellectual Property License Agreement ("Agreement") is made and entered into on the date last executed below by and between The SCO Group, Inc., a corporation of the State of Delaware, for itself and its Subsidiaries (collectively referred to herein as "SCO"), with its place of business at 355 South 520 West, Suite 100, Lindon, Utah 84042, U.S.A., and Everyones Internet, Ltd., a limited partnership of the State of Texas (referred to herein as "Licensee"), with its place of business at 2600 Southwest Freeway, Suite 500, Houston, Texas 77098.

WHEREAS, SCO owns all right, title and interest in and to the SCO IP (as hereinafter defined);

WHEREAS, Licensee is engaged in the businesses of providing, both through Licensee's direct sales or through Licensee's authorized resellers, Internet access services (the "ISP Business") and webhosting services (the "Hosting Business") through its data and hosting centers (ISP Business and Hosting Business are sometimes hereinafter collectively referred to as the "Businesses"); and

WHEREAS, SCO has alleged and asserted claims that the SCO IP is infringed by the Linux® operating system and SCO is involved in litigation and may be involved in future litigation asserting its rights against one or more companies, and

WHEREAS, Licensee is generally aware of SCO's claims and pending and potential litigation and is aware that SCO cannot and has not guaranteed the outcome of any of its pending or potential litigation, and

WHEREAS, Licensee wishes to avoid any litigation involving SCO's claims and seeks a productive and prompt resolution of any such claims, and

WHEREAS, SCO wishes to grant and Licensee wishes to obtain certain limited rights and licenses to use the SCO IP, solely in Object Code format, which rights Licensee wishes to accept, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.0 DEFINITIONS

- 1.1 "Code" shall mean computer programming instructions.
- 1.2 "Customer" means those persons and entities who now or hereafter purchase, lease, license, subscribe to, or otherwise obtain ISP Business and Hosting Business services, or both, from Licensee.
- 1.3 "Method" means the human or machine methodology for, or approach to, design, structure, modification, upgrade, de-bugging, tuning, improvement, or adaptation of Code.
- 1.4 "Network Systems" means the computers and computer network systems and equipment utilized by Licensee to provide ISP Business and Hosting Business services (including, without limitation, all servers owned, leased, licensed, or utilized and controlled by Licensee to operate, conduct, and maintain the Businesses), or both, to its Customers and the computers and computer network systems and equipment utilized by Licensee in connection with its internal business operations.
- 1.5 "Object Code" means the Code that results when Source Code is processed by a software compiler and is directly executable by a computer.
- 1.6 "Operating System" means software operating system Code (or Code that substantially performs the functions of an operating system) that is a distribution, rebranding, modification or derivative work of the Linux operating system.
- 1.7 "SCO IP" means the SCO UNIX®-based Code alleged by SCO to be included, embodied, or otherwise utilized in the Operating System.
- 1.8 "Software" means the Operating System in Object Code format.
- 1.9 "Source Code" means the human-readable form of the Code and related system documentation, including all comments and any procedural language.
- 1.10 "UNIX-based Code" means any Code or Method that: (i) in its literal or non-literal expression, structure, format, use, functionality or adaptation (ii) is based on, developed in, derived from or is similar to (iii) any Code contained in or Method devised or developed in (iv) UNIX System V or

UnixWare®, or (v) any modification or derivative work based on or licensed under UNIX System V or UnixWare.

- 1.11 "Update" means update revisions in Object Code format of the Software that Licensee may receive. To the extent that the SCO IP includes patents, "Update" shall include all extensions, divisionals, continuations, continuations-in-part, examinations and reissue patents of such patents, as well as patent applications thereof. To the extent that the SCO IP includes copyrights, "Update" shall include any and all renewals and extensions thereof.

2.0 GRANT OF RIGHTS

- 2.1 SCO hereby grants Licensee and Licensee hereby accepts from SCO the following limited, non-exclusive, worldwide and perpetual, subject the Section 6, right and license to use the SCO IP solely in Object Code format, for or in connection with: (a) Licensee's internal business purposes; (b) the Network Systems owned, leased, licensed, or utilized and controlled by Licensee to operate, conduct, and maintain the Businesses; and (c) providing ISP Business and Hosting Business services, or both, to the Customers through Licensee's hosting center(s) identified in Exhibit A of this Agreement. Subject to the provisions included in Section 2.5 below, such changes and or additions to Licensee's hosting centers shall not require additional SCO IP license fees. Anything herein to the contrary notwithstanding, Licensee shall have the right to make a reasonable number of copies of the SCO IP so long as such copies are used in connection with the properly licensed SCO IP hereunder solely for archival, back-up and recovery purposes.
- 2.2 Except as otherwise expressly provided in Section 2.1 above, no right to copy, modify, distribute, transfer or alter any part of the SCO IP is granted under this Agreement.
- 2.3 No right to create derivative works or modifications of the SCO IP, or any other software owned or licensed by SCO is granted under this Agreement.
- 2.4 This Agreement does not grant Licensee the right to receive any distribution of Software or Updates, in Source Code or Object Code format, from SCO.
- 2.5 This Agreement does not extend to contractors or joint venture partners of Licensee. No third party shall acquire any additional rights under this Agreement by acquisition of the assets or stock of Licensee or the merger with or acquisition of a third party. Specifically but without limitation, an acquiring company shall not and is not intended to receive for itself any benefit of the SCO waiver of claims and covenant that is extended to Licensee under the Covenant and Waiver of Certain Claims provisions of this Agreement. Conversely, Licensee shall not acquire any additional rights under this Agreement by acquisition of the assets or stock of a third party. In any stock or asset acquisition of a third party, the release of claims and covenant shall not extend to or benefit Licensee with respect to any infringing use of SCO IP by such third party. Anything herein to the contrary notwithstanding, Licensee may request additional licenses at mutually agreed upon licensing terms to cover any acquired third party and such request shall not be unreasonably denied by SCO.

Notwithstanding anything contained herein to the contrary, should Licensee decide to sell its interest in either, or both, of the Businesses, SCO grants Licensee a one-time right to assign this license, with the exception of Section 9.2 which is hereby excluded from any such assignment, to a third party (hereinafter referred to as a "Purchaser") who purchases either or both Businesses. In such case Purchaser shall, provided such Purchaser agrees, in writing to SCO, to be bound by the terms and conditions of this Agreement, have the limited rights granted to Licensee pursuant to this Agreement, with the exception of Section 9.2, solely for the Network Systems covered by this Agreement at the time of transfer to the extent, and only to the extent, the limited rights transferred relate to those assets of the Business purchased. The limited assignment right granted in this Section shall further extend to a Purchaser of the Hosting Business, for said Purchaser's organic growth of the Hosting Business only through the addition of Customers and the resulting additional Network Systems required to service such additional Customers directly related to the Hosting Business so acquired from Licensee. The extension of the limited assignment right to such growth specifically excludes additions or growth by Purchaser through joint ventures, mergers, acquisitions of the assets or stock of a third party, and shall not apply to any other assets, businesses, including the ISP Business or uses owned or controlled by such Purchaser or any other prior or concurrent uses of the SCO IP by Purchaser either before or after the transaction with Licensee. Furthermore, and notwithstanding anything contained herein to the contrary, in the event Licensee spins-off either the ISP Business or Hosting Business into a new entity under majority ownership control of Licensee, then provided such spin-off entity agrees, in writing to

SCO, to be bound by the terms and conditions of this Agreement, such spin-off entity shall be entitled to the benefits of the waivers, releases, and indemnities contained herein to the extent, and only to the extent, as such rights, uses, waivers, releases and indemnities relate to those assets, businesses, and uses covered by this Agreement and shall not extend to any other assets, businesses or uses owned or controlled by such spin-off entity or any other prior or concurrent uses of the SCO IP by such spin-off entity.

Licensee shall keep full, clear and accurate records with respect to all servers owned, leased, licensed, or utilized and controlled by Licensee to operate, conduct, and maintain the Businesses. Such records shall contain all information necessary to determine compliance with this Section 2.5.

- 2.6 No right may be implied beyond those expressly granted hereunder. Any ambiguity in this Grant of Rights or Agreement will be resolved against the grant of any additional right not specifically and expressly granted hereunder.

3.0 SCO COVENANT, RELEASE AND WAIVER OF CERTAIN CLAIMS

Upon full payment of the one-time licensing fee described in Exhibit A of this Agreement, SCO will not consider any prior use of the SCO IP or future use of the SCO IP and Updates licensed by Licensee under the rights granted under this Agreement (provided Licensee does not exceed the Grant of Rights under this Agreement) to be in violation of SCO's IP ownership rights and SCO shall not bring any legal action alleging infringement of the SCO IP by Licensee or Licensee's Customers for usage of SCO IP solely in connection with Licensee's Businesses. In that regard, upon full payment of the license fee described in Exhibit A of this Agreement, Licensee and its Customers shall be forever released and discharged from any and all claims, liabilities, suits, demands, or obligations arising from any authorized use of the SCO IP in connection with: (a) Licensee's internal business purposes; (b) the Network Systems owned, leased, licensed, or utilized and controlled by Licensee to operate, conduct, and maintain the Businesses; and (c) providing ISP Business and Hosting Business services by Licensee to its Customers through the date of the final payment of the one-time licensing fee. Nothing contained herein shall be deemed, interpreted or construed as an admission of liability on the part of Licensee for any unauthorized use of the SCO IP prior to the date hereof.

4.0 ORDERS, PRICE AND PAYMENT

- 4.1 Licensee will pay the applicable one-time licensing fee included in Exhibit A of this Agreement to SCO.
- 4.2 Licensee's order for licenses under this Agreement is included in Exhibit A of this Agreement. SCO shall invoice Licensee, at the time of execution of this Agreement, pursuant to the information provided for in Exhibit A.
- 4.3 License Fees are exclusive of all applicable taxes. Licensee agrees to pay all taxes associated with right-to-use licenses ordered under this Agreement, including but not limited to sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions, but excluding taxes on SCO's net income.
- 4.4 All fees, costs and charges shall be due and payable thirty (30) days from date of receipt of invoice. SCO may charge Licensee interest at the rate of 1 1/2 percent per month, or such maximum rate as may be permitted by law, whichever shall be less, with respect to any sum that is not paid when due.
- 4.5 Licensee shall make all payments in United States Dollars or as agreed to in writing by the parties.

5.0 TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION

This Agreement shall remain in effect until terminated as set forth herein. Licensee may terminate this Agreement, without any right to refund or reimbursement by notifying SCO of such termination. SCO may terminate this Agreement, upon thirty (30) days notice and without judicial or administrative resolution, if Licensee or any of Licensee's employees, consultants or Customers breach any material term or condition hereof and such breach is not cured within such thirty (30) day period.

Upon the termination of this Agreement for any reason, all rights granted to Licensee hereunder will cease; PROVIDED, however, that Licensee's rights of indemnity for Licensee claims arising during the term hereof shall survive the termination of this Agreement.

6.0 PROPRIETARY NATURE OF SCO PRODUCTS AND OWNERSHIP

SCO represents and warrants that it has full right and title to grant the rights hereunder to the SCO IP and related materials, and all copyrights, trade secret and other intellectual and proprietary rights therein, are and remain the valuable property of SCO and its suppliers. SCO makes no representations or guarantees concerning the outcome of any pending or potential litigation, as outlined above, regarding SCO's claims of violations of its IP or contractual rights in the Operating System. Licensee acknowledges that SCO's claims regarding its IP as it relates to the Operating System are being litigated in one or more cases, with possibly more litigation to follow, and that SCO has not guaranteed that it will ultimately prevail in any of this litigation. Licensee, to avoid any such litigation and to effectuate a productive and prompt resolution of any and all issues relating to use of SCO's IP, desires to obtain this license.

7.0 LIMITATION OF WARRANTY

SCO MAKES NO WARRANTIES OF ANY KIND EXPRESS OR IMPLIED WITH RESPECT TO ANY RIGHTS OTHER THAN TO THE SCO IP DEFINED BY THIS AGREEMENT.

SCO WARRANTS THAT IT IS EMPOWERED TO AND HAS THE FULL RIGHT AND AUTHORITY TO GRANT THE RIGHTS AND LICENSES GRANTED HEREIN SUBJECT TO THE QUALIFICATIONS SET FORTH IN SECTION 6.0.

EXCEPT AS SET EXPLICITLY FORTH IN THE PRECEDING SENTENCE, ALL WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE RIGHTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ANY PARTY OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

8.0 LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL SCO OR ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON LICENSEE'S CLAIMS OR THOSE OF ITS CUSTOMERS (INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SCO PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, TRADEMARK, PATENT OR COPYRIGHT INFRINGEMENT), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY OR IN THE CASE OF ANY THIRD PARTY INFRINGEMENT CLAIMS. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SCO MAY INCUR IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR OTHERWISE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY LICENSEE TO SCO FOR THE LICENSE OF THE SCO PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY IN CERTAIN CIRCUMSTANCES.

9. INDEMNIFICATION

- 9.1 Licensee will defend, indemnify and hold harmless SCO, its parents and subsidiaries, against any third party claim against it for loss, damage, liability or expense (including but not limited to attorneys' fees) arising out of any unauthorized representations, warranties, or willful acts or omissions of Licensee in connection with its activities under this Agreement.
- 9.2 SCO shall indemnify and hold Licensee harmless from and against and defend any claim, suit or proceeding, and pay any settlement amounts or damages awarded by a court of final jurisdiction, for claims filed by a third party against Licensee claiming damages caused by a breach of SCO's representations and warranties set forth in this Agreement and claims that the SCO IP infringes any

copyright, patent, trade mark or other intellectual property right, provided Licensee promptly notifies SCO in writing of any such claim, suit or proceeding, and permits SCO to control the settlement or defense thereof. Licensee has the option to be represented by Counsel at its own expense.

If, pursuant to any such claim, a court of competent jurisdiction removes or restricts Licensee's right to continue to exercise its rights granted hereunder to the SCO IP, SCO shall, at its sole option (i) procure for Licensee the right to continue to exercise its rights granted hereunder to the SCO IP; (ii) modify the SCO IP, provided the functionality thereof is not substantially affected, so as to make it non-infringing; or (iii) refund the Net License Fees paid SCO discounted over a three (3) year period, subject to a pro rata adjustment for prior usage of the SCO IP. In addition, SCO shall have the right to exercise any of options (i) through (iii) at any time following receipt of notice of a claim of infringement of copyright or other proprietary right.

SCO shall have no obligation under this section with respect to any claim of infringement of a proprietary right based upon any modification of the SCO IP by Licensee or any other entity or the combination, operation or use of SCO IP with materials not supplied by SCO provided that it is such modification, combination, operation or use which caused the claimed infringement.

THE ABOVE STATES THE ENTIRE LIABILITY OF SCO WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER FORM OF INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCT SUPPLIED BY SCO.

10.9 MISCELLANEOUS

- 10.1 Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Licensee of its obligation to make any payments pursuant to this Agreement.
- 10.2 Except as otherwise provided for Section 2.5, Licensee may not assign, sublicense, rent, lend, lease, pledge or otherwise transfer or encumber this Agreement or the rights granted under this Agreement, the SCO IP or Licensee's rights or obligations hereunder without SCO prior written consent which shall not be unreasonably withheld. Any purported assignment shall be null and void. Change of control is deemed an assignment and not effective without SCO's express written consent.
- 10.3 All notices and requests in connection with this Agreement may be sent or delivered to the addresses above by hand, by certified mail return receipt requested, by fax, or by courier.
- 10.4 Support and maintenance are not available under this Agreement.
- 10.5 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah and the United States of America, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the Parties shall be conducted exclusively in the State of Utah. Licensee expressly consents to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law. Nothing in this Section will prevent SCO from seeking injunctive relief against Licensee or filing legal actions for payment of outstanding and past due debts in the courts.
- 10.6 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.
- 10.7 Each Party acknowledges that the parties to this Agreement are independent contractors and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other. This Agreement does not create a joint venture or fiduciary relationship of any kind between the Parties.
- 10.8 SCO and Licensee represent and warrant that all consents of governmental officials necessary for this Agreement to become effective have been obtained, or will be obtained, before the parties execute this Agreement. Each party will comply, at its own expense, with all statutes, regulations, rules,

ordinances, and orders of any governmental body, department or agency that apply to or result from such party's obligations under this Agreement.

10.9 No High Risk Activities: The SCO IP is NOT fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). SCO specifically disclaims any express or implied warranty of fitness for High Risk Activities.

10.10 This Agreement (including all Exhibits) sets forth the entire understanding and supersedes and merges all prior and contemporaneous agreements, statements, representations oral or written of any kind whatsoever between the parties relating to the subject matter contained herein, including but not limited to SCO's pending or potential litigation and its claims, statements or representations relating to the Operating System. Neither Party shall be bound by any provision, amendment or modification other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by a duly authorized representative of the Party to be bound thereby.

10.11 This Agreement may be executed in any number of counterparts and via facsimile, each of which shall be deemed an original instrument, but all of which together shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the last date properly executed by both parties. All signed copies of this Agreement shall be deemed originals.

THE SCO GROUP, INC.

EVERYONES INTERNET, LTD.

By Its Sole General Partner: E. L. MANAGEMENT, LLC:

By: _____

By

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:

© Linux is a registered trademark of Linus Torvalds in the US and other countries.

© UNIX and UnixWare are a registered trademarks of The Open Group in the US and other countries.

EXHIBIT A
LICENSE FEES AND ADDITIONAL TERMS AND CONDITIONS

SCO's standard unit quantity discount applicable to SCO's US Price List for one thousand (1,000) Licenses is fifty percent (50%) for standard corporate licensees and is applied to the cumulative unit purchases made by a licensee under a Corporate Agreement.

In consideration for the estimated number of SCO IP Licenses to be granted and the unique nature of the internet access services and webhosting services business, including but not limited to the ongoing changes to computer systems configurations, and Licensee's cooperation and commitments agreed to below, including the fact that Licensee is the first such company to seek such a license from SCO, SCO is agreeing to the following License Fees.

LICENSE FEES:

The following one-time License Fee is not subject to any additional discounts and may not be used for purposes of aggregating to any other SCO discounts.

In consideration for the rights, licenses waivers and releases contained in the Agreement, Licensee agrees to pay SCO the following one-time License Fees:

Total License Fee	US\$ 1,400,000	<i>(total fee payable including advertising)</i>
Less: Licensee Promotional Allowance	<u>US\$ 600,000</u>	<i>(less promotional allocation)</i>
Net License Fee	US\$ 800,000	<i>(payable to SCO per below)</i>

Net License Fee will be paid pursuant to the following schedule:

<u>Date</u>	<u>Payment</u>	<u>Date</u>	<u>Payment</u>
Upon Execution	US\$ 100,000	June 30, 2004	US\$ 100,000
March 31, 2004	US\$ 100,000	July 31, 2004	US\$ 100,000
April 30, 2004	US\$ 100,000	August 31, 2004	US\$ 100,000
May 31, 2004	US\$ 100,000	September 30, 2004	US\$ 100,000

Promotional Allowance:

In consideration of Licensee's commitment (\$600,000 Promotional Allowance) to participate in a mutually agreed upon advertising campaign related to this Agreement, specifically excluding any pricing related information, SCO is granting Licensee a reduction in Licensee Fees payable. Should Licensee fail to comply with this commitment, the Net License Fee shall be adjusted accordingly. SCO and Licensee will mutually agree upon the costs to be applied by Licensee toward satisfaction of its Promotional Allowance.

Both parties will work together to complete a joint press release by the parties to be issued upon execution of this Agreement. Licensee further agrees to favorably discuss the benefits of this Agreement in mutually agreed to interviews including providing an executive quote/endorsement that SCO can use in press releases, allow SCO to write up a success story for its web site and press usage and, Licensee agrees to talk with the press about SCO's Intellectual Property License.

Licensee agrees to commence an advertising campaign for national/international publications within the first thirty (30) days of this Agreement. SCO and Licensee reserve the right to mutually approve final advertising copy prior to distribution. Other advertising initiatives may include, but not to be limited to advertising and press release opportunities, joint participation at events, or other venues, etc.

SCO and Licensee will jointly agree on press releases and other publicity related to this Agreement. SCO will be free to reference Licensee as a licensee of the SCO Intellectual Property License subject to Licensee's prior approval of the content. This includes but is not limited to references with industry and financial analysts.

Each party will be free to reference the other as the licensor/licensee of the SCO Intellectual Property License subject to the other party's prior approval of the content. This includes but is not limited to references with industry and financial analysts.

It is expressly agreed that wherever the prior approval or consent of any party hereto is required under the terms hereof that the party from whom such consent or approval is required (the "Receiving Party") agrees not to unreasonably condition, withhold or delay such consent or approval. Furthermore, the Receiving Party shall have five (5) days from written request for same by the requesting party (the "Requesting Party") to consent to or disapprove of such request, press release, advertising, or any other item requiring consent or approval hereunder (an "Advertisement") and, if the Receiving Party disapproves of such Advertisement it shall provide the Requesting Party with written notice thereof within such five (5) day period along with the particular reasons for such disapproval and written editorial comments or suggestions to the Advertisement which if incorporated therein by the Requesting Party the Receiving Party would then be deemed to have approved or consented to such Advertisement as modified.

Any notice, request, approval, consent or other communication required or contemplated by this Agreement must be in writing, and may, unless otherwise in this Agreement expressly provided, be given or be served by depositing the same in the United States Postal Service, post-paid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party (or, in case of a corporate party, to an officer of such party), or by prepaid telegram or express overnight mail service, when appropriate, addressed to the party to be notified, or by facsimile to the facsimile numbers below with confirmation of receipt. Notice deposited in the mail in the manner hereinabove described shall be effective from and after three (3) days (exclusive of Saturdays, Sundays and postal holidays) after such deposit. Notice given in any other manner shall be effective only if and when delivered to the party to be notified or at such party's address for purposes of notice as set forth herein. For purposes of notice the addresses of the parties shall, until changed as herein provided, be as follows:

NOTICE AND APPROVALS:

For SCO: Chris Sontag
355 South 520 West, Suite 100
Lindon, Utah 84042

Facsimile Number: (801) 765-1313

For EV1: Robert Marsh
2600 Southwest Freeway, Suite 500
Houston, Texas 77098

Facsimile Number: (888) 761-8564

LICENSEE'S HOSTING SITES:

Licensee is required to notify SCO in writing related to any changes or additions to its hosting sites prior to any such change or addition.

855 Greens Parkway
Houston, TEXAS
390 Banner
Houston, Texas

FOR IMMEDIATE RELEASE

Contact:

Blake Stowell/Marc Modersitzki
The SCO Group
bstowell@sco.com or mmodersi@sco.com
Tel: (801) 932-5703/ (801) 932-5635
www.sco.com

Avi Dines/David Close
Schwartz Communications
sco@schwartz-pr.com
Tel: (781) 684-0770

**SCO SIGNS INTELLECTUAL PROPERTY LICENSE AGREEMENT WITH
LEADING DEDICATED SERVER PROVIDER**

*EVIServers.Net Becomes First Dedicated Hosting Firm to Achieve
SCO IP Certified Status*

LONDON, Utah —March 1, 2004— The SCO Group, Inc. ("SCO") (Nasdaq: SCOX), the owner of the UNIX® operating system and a leading provider of UNIX-based solutions, today announced an intellectual property licensing agreement with EVIServers.Net, a dedicated hosting division of Houston-based Everyones Internet (EV1.Net). Under the terms of the agreement, SCO will provide EVIServers.Net with a site license that allows the use of SCO IP in binary form on all Linux servers managed by EVIServers.Net in each of its hosting facilities.

EVIServers.Net joins other Fortune 1000 companies that have signed up for a SCO IP license, which was initially offered in August 2003. EVIServers.Net is one of the world's leading dedicated server providers, with more than 20,000 servers under management. The SCO site license allows EVIServers.Net and its customers to continue running business operations on Linux servers without interruption or concern regarding SCO IP issues.

"The SCO agreement eliminates uncertainty from our clients' hosting infrastructure," says Robert Marsh, Head Surfer and CEO of Everyones Internet. "Our current and future users now enjoy the peace of mind of knowing that their websites and data are hosted on a SCO IP compliant platform. This agreement demonstrates EV1's commitment to providing customers with stable, long term solutions that they can depend on for their growth."

"The most valuable asset of any software company is its intellectual property," said Darl McBride, president and CEO, The SCO Group. "Hundreds of millions of dollars have been invested to make our UNIX software the robust, mature operating system that it is today. We

-more-

know it has tremendous value and are pleased that other companies—like EVIServers.Net—recognize our investment and the importance of SCO's valuable IP asset as well."

The SCO IP licensing program was created in response to customer requests and is specifically designed to provide end users with a license that allows them to continue running business operations on a SCO IP compliant platform. On Jan. 15, 2004, SCO began offering the SCO IP license to all companies worldwide. To learn more about the SCO IP licensing program, contact a SCO representative or visit the SCO Website at:

http://www.thescogroup.com/scosource/license_program.html.

About EVIServers.Net

Houston, Texas-based EVIServers is the world's leading dedicated server hosting provider, with over 20,000 web servers under management. The company is the first hosting provider to achieve SCO IP certification. For more information on EVIServers, visit <http://www.ev1servers.net> or call 1-800 504-7873.

About SCO

The SCO Group (NASDAQ: SCOX) helps millions of customers in more than 82 countries to grow their businesses everyday. Headquartered in Lindon, Utah, SCO has a worldwide network of more than 11,000 resellers and 4,000 developers. SCO Global Services provides reliable localized support and services to partners and customers. For more information on SCO products and services, visit <http://thescogroup.com> or <http://www.sco.com>.

SCO and the associated SCO logo are trademarks or registered trademarks of The SCO Group, Inc. in the U.S. and other countries. UNIX is a registered trademark of The Open Group. All other brand or product names are or may be trademarks of, and are used to identify products or services of, their respective owners.

Forward Looking Statements

This press release contains forward-looking statements about the value of SCO's intellectual property, the SCO IP licensing program and the benefits received by SCO IP licensees. SCO wishes to advise readers that a number of important factors could cause actual results to differ materially from those anticipated in such forward-looking statements. These and other factors that could cause actual results to differ materially from those anticipated are discussed in more detail in SCO's filings with the Securities and Exchange Commission.

###



keep your data moving
in any environment with SGI®

Get the White Paper to learn more

» All 33 InfoWorld Newsletters

☐ Technology & Business Daily

Enter Email Address

InfoWorld

HOME NEWS ► COLUMNS ► BLOGS ► PODCASTS ► VIDEO RESOURCES ► TECHNOLOGIES ► TEST CENTER ► EVENTS ► CAREERS IT EXEC-CONNECT

SCO Linux licensee has second thoughts on deal

Deal with SCO was widely criticized by licensee's customers

By Robert McMillan, IDG News Service
March 25, 2004

 E-mail  Printer Friendly  Reprints

Explore

"all+of+a+sudden+we+went+from+being+reasonably+good+guys+to+being,+in+some+people's+eyes,+akin+to+the+devil." in
InfoWorld Power Search

Less than one month after becoming the first publicly announced purchaser of The SCO Group Inc.'s controversial intellectual property license for Linux, Houston-based Internet service provider Everyones Internet Ltd. is reconsidering the benefits of doing business with the Linux community's enemy number one.

Free IT resource

Learn how to increase network productivity and agility without compromising security

Sponsored by HP ProCurve

Free IT resource

Enterprise Search Spotlight

Sponsored by Google

EV1Servers.Net (EV1), the hosting division of Everyones Internet, announced on March 1 that it had licensed SCO's intellectual property (IP), saying that it was looking to offer its customers stability in the wake of SCO's protracted battle with the open source community. SCO claims that the Linux operating system violates its own intellectual property and that users of Linux could be sued over these claims unless they purchase the London, Utah, company's Linux license.

The deal with SCO not only would prevent EV1's Linux hosting customers from being sued, it also would take both EV1 and its users "out of the current fray," said Everyones Internet CEO Robert Marsh on the day of the announcement.

As it happened, the licensing deal placed Marsh's company in the very center of the SCO Linux dispute. SCO portrayed EV1 as a model client for its licensing plan — a company that had recognized the "importance of SCO's valuable IP asset," according to SCO CEO Darl McBride.

Reaction from Linux users, however, was negative, and the deal was widely criticized on EV1's own online discussion boards. "Had you wanted to stay out of this, you'd not have agreed to go public and become SCO's poster child," wrote one member in EV1's user forums, the day after the deal with SCO was announced. "I am looking into other hosting alternatives specifically due to your stance with SCO," the member wrote.

"We got the hate mail, we got the group of people who interpreted our agreement as validating SCO or endorsing SCO or any number of things," said Marsh.

"All of a sudden we went from being reasonably good guys to being, in some people's eyes, akin to the devil. And that's certainly something that weighs heavy on our minds, because we always want to do the right thing," he said.

So how does Marsh feel about the deal nearly a month later? "Would I do it again? No. I'll go on the record as saying that," Marsh said. "I certainly know a lot more today than I knew a month ago, in a lot of respects."

Though Marsh admitted that EV1 has lost some hosting business since the deal, he said it is not out of line with the number of sites EV1 loses in a typical month.




On March 25, Internet research company Netcraft Ltd.'s Sites on the Move section reported that EV1 had lost 1,080 Web sites in the previous 30 days, but according to Marsh, a loss of 800 to 1,300 sites per month was normal for EV1. Because of new business, EV1 had experienced a net gain of more than 3,300 sites during the same period, he added. "We churn a lot of sites," Marsh said.

The big loser in this matter may be SCO, said Dion Cornett, an analyst with Decatur Jones Equity Partners LLC, an equity research firm based in Chicago. Having their first publicly announced customer express second thoughts over the deal so soon after its announcement may make it difficult for SCO to sign up other customers, he said.

"For Robert (Marsh) to say that he would not do the deal again, that's certainly going to be heeded by anyone that SCO talks to in the future," Cornett said.

Explore

"all+of+a+sudden+we+went+from+being+reasonably+good+guys+to+being,+in+some+people's+eyes,+akin+to+the+devil." in
InfoWorld Power Search

 E-mail  Printer Friendly  Reprints

FIND PRODUCTS AND COMPANIES

» COMPLETE PRODUCT GUIDE

Search Jobs MORE OPTIONS

IT Jobs Enter City

US

TECHNOLOGY INDEX

- Applications
- Application Development
- Security
- Networking
- Wireless
- Platforms
- Hardware
- Data Management
- Storage
- Web Services
- Business
- Telecom
- Professional Services
- Standards

TECH WATCH

Blogging the Thai Coup

Some of you may have read about the coup d'etat that's going on in Thailand right now, in which a faction of the Thai military led by army chief Gen. Sonthi Boonyaratkalin and Thailand's opposition Party of Democratic Reform seized control of the ...

How do you say "0wned" in Chinese?

No sooner do I finish blogging about one new Microsoft 0day exploit, than there's news of another. Antivirus vendor Symantec is reporting that its researchers have uncovered a new 0day that targets Chinese versions of Microsoft Office. From the ...

JON UDELL'S CORNER



Watching out for our own security (InfoWorld) - Security pros know that there's no perfect defense against a determined attacker. So when an identity...

Jon's Blog | Jon's Column

COLUMNISTS

Sun blazes trails with open source silicon

(InfoWorld) - Traditional hardware design is a top-down process. If you need a CPU, you choose one from...

» MORE COLUMNISTS

MORE INFOWORLD BLOGS

SMB IT

Interop Notes 1: Avail and WAFS
Whilst wandering the show floor here at Interop NY, I've bumped into a few things, but I'm going to milk them for ...


Open Sources

Is there money in them that open source hits?
Dana Blankenhorn of ZDNet has an interesting interview with Darryl Dewan of VA Software. In the course of the interview, ...

- Advice Line
- Database Underground


TOP NEWS:

- » **SecureWorks, LURHQ become one**
The combined companyhas 1,500 clients and manages 5,000 securitydevices worldwide
- » **AOL search enhanced, but loses market share**
A significant usage drop last month was apparentlycaused by the release of user records and an ensuing privacyscandal
- » **Registrar criticizes .com contract**
A presumption from ICANN that the .com contract will be renewed gives VeriSign a "monopoly" on the top-level domain, GoDaddy says
- » **Dell, Symantec product will control e-mail for SMBs**
Small companies can use the product to deployanti-virus and anti-spam shields
- » **House panel widens HP probe**
The panel said Wednesdayit had asked HP Senior Counsel Kevin Hunsaker and Fred Adler to join the witness list
- » **Accenture, SAP partner to build healthcare SOA**
Companies aim to streamline data sharing among healthcare organizations



IMPROVING VULNERABILITY MANAGEMENT WITH PENETRATION TESTING
Attend our upcoming Webcast to find out what featured analyst firm Gartner and the SANS Institute recommend for organizations looking to protect themselves from various types of Internet threats and attacks. Sponsored by Core Security.

» Click here to view this Webcast



ANTI-SPAM AND EMAIL SECURITY
InfoWorld's newly updated IT StrategyGuide can show you how to protect your companyfrom the dangers of spam, while saving the effectiveness of email communication. Learn about techniques for canning SPAM ending e-mail forgery and utilizing cryptographic solutions.

» Click here to download now

- The Deep End
- Enterprise Mac
- Geeks in Paradise
- Grid Meter
- The Gripe Line
- InfoWorld Daily
- Inside IT
- IT Troubleshooter
- ITXtreme
- Jon's Radio
- Open Sources
- ProdBlog
- Real World SOA
- Security Adviser
- SMB IT
- The Storage Network
- Tech Watch
- Virtualization Report
- Zero Day

GOVERNMENT IT & POLICY

- Extensive Spying Found At HP
- White House Selects Cybersecurity Chief
- HP Scandal Shines Light on a Simple, Treacherous Act

www.infoworld.com

ADVERTISEMENT

- Special Advertising Partners -

WHITE PAPERS

- » **Cisco NAC** - The pervasiveness of mobile computing has increased the potential threats of spyware, viruses and worms to company networks. In this whitepaper, Cisco Systems details how its Network Admission Control ...
- » **Forrester Antispyware** - As spyware joins malicious code and hackers as a top IT security threat, companies need to take action in protecting their infrastructure. In this whitepaper, experts from Forrester cover the dangers ...
- » **The Total Economic Impact of the Symantec Enterprise Vault(TM) - Wall Street Investment Firm** - Forrester Consulting applied its Total Economic Impact (TEI) methodology to a Symantec customer, a Wall Street investment firm, to measure ROI and determine the financial impact of investing in ...
- » **The Total Economic Impact of the Symantec Enterprise Vault(TM) - International Media Company**
- » **UHC**
- » **AntiSpyware**

>> WHITE PAPERS LIBRARY

WHITE PAPERS E-MAIL ALERT
Find out when the latest white paper is available:

E-mail Address

MORE PLATFORMS WHITE PAPERS

- » **HP Virtualization: Optimize Your Management**
The benefits of virtualization are undeniable: lower costs, greater IT efficiency, and improved ...
- » **Boost SQL Performance and Availability**
Free White Paper. Improve SQL server performance through agentless application monitoring. SQL ...
- » **The Next Generation in Agentless Monitoring**
Today's agentless monitoring systems combine the best in agentless and agent-based products to ...
- » **Maximize SAP with HP Virtualized Solutions**
This webcast explores solutions for the IT challenges faced by many enterprise-level firms today. ...
- » **Identify, Solve Supply Chain Issues**
Yankee Group analysts show you how market-leading companies are aligning shared processes to ...

WHITE PAPERS BY TOPIC

- Application development
- Applications
- Business
- Hardware
- Networking
- Platforms
- Security
- Standards
- Storage
- Telecom
- Web services
- Wireless

SPONSORED LINKS

- » **Symantec** - Free White Papers, Trialware and more from Symantec
- » **HP** - Hear how top CIOs turn change into a competitive advantage.
- » **HP** - Print Management Spotlight Sponsored by HP
- » **HP** - It's Your Business on Paper. Make it Look Good. Brilliantly Simple. HP
- » **Informatica** - The Data Integration Company.
- » **Covad** - Reliable voice & broadband service, one single connection - Covad VoIP

INFOWORLD MARKETPLACE

- » **Business Intelligence and Integration Platform**
What good is business intelligence if it doesn't scale to everyone in your organization? Find out ...

>> BUY A LINK NOW

FREE SUBSCRIPTION



Order today to get your **FREE subscription** (a \$195 value!) to InfoWorld magazine, the weekly publication that provides indispensable product information to IT professionals.

NOTE: Complimentary subscriptions sent only to those applicants who qualify.

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Company Name:	<input type="text"/>	Title:	<input type="text"/>
Mailing Address:	<input type="text"/>	City:	<input type="text"/>
State/Province:	<input type="text"/>	Zip/Postal Code:	<input type="text"/>
Select One	<input type="text"/>	<input type="button" value="CONTINUE"/>	
Email Address:	<input type="text"/>		

NOTE: Offer valid in U.S. and Canada only
Non-U.S. click [here](#)