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

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

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

-against-

INTERNATIONAL BUSINESS MACHINES
CORPORATION

Defendant/Counterclaim-Plaintiff.

**DECLARATION OF
EDWARD J. RIDDLE**

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

I, Edward J. Riddle, declare as follows:

1. I had responsibilities for UNIX software and related materials from 1976 until 1994, first with Western Electric, then AT&T Technologies, Inc. ("AT&T Technologies"), then UNIX System Laboratories, Inc. ("USL") and finally with Novell, Inc. ("Novell").

2. This declaration is submitted in connection with the lawsuit entitled The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003). This declaration is submitted together with a declaration I signed on December 19, 2003, and incorporate herein. This declaration is based upon personal knowledge.

3. While I was employed at AT&T, USL and Novell, we expected our licensees to respect our ownership of our UNIX software, but we respected their ownership of their software. We did not seek or assert ownership or control as to the original source code, methods and concepts of our licensees, even if they included them in modifications and derivative works of our UNIX software.

4. We told our licensees that they owned and could do as they wished with their own original works, even if those works were included in a modification or derivative work of our UNIX software, so long as the licensee protected our UNIX source code. It was important to our business that licensees believe we were not over-reaching.

5. Obviously, we expected that licensees would accept and rely upon our assurances, as I believe they did. I was told, for example, that IBM was developing a

flavor of UNIX to which it was adding original IBM code, methods and concepts. In my view, it would not have done so, if it believed AT&T, USL and Novell would control IBM's original or homegrown works. Why would any licensee invest in the development of original works only to subject them to control by another?

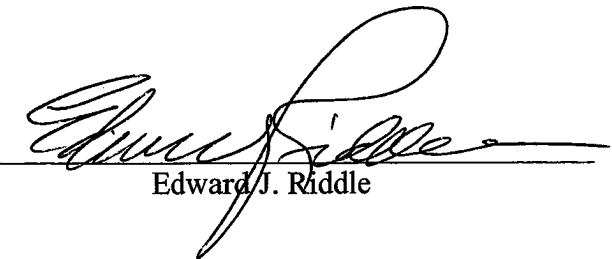
6. It was my understanding that some UNIX licensees were publicly disclosing their own code, methods and concepts, even though they might be part of a modification or derivative work of our UNIX software. I understood them to do so in an effort to market and sell their own products.

7. To the best of my knowledge and belief, no one at AT&T, USL or Novell objected to such disclosures because they were viewed as well within the licensees' rights under the contracts as we explained them, and they were consistent with what we had told licensees over the years concerning their ownership rights to their source code.

8. I declare under penalty of perjury that the foregoing is true and correct.

Executed: September 21, 2006.

Graham, North Carolina



Edward J. Riddle