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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
STEPHEN D. VUKSANOVICH**

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

I, Stephen D. Vuksanovich, declare as follows:

1. From 1984 to 1993, I was an account representative responsible for licensing UNIX software and related materials, first with AT&T Technologies, Inc. ("AT&T Technologies"), then with 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 supplements the testimony I have previously provided in this case, which is incorporated herein. Except as stated otherwise, this declaration is based upon personal knowledge.

3. As an account representative for both IBM and Sequent, I have firsthand knowledge of the UNIX licensing agreements between IBM and Sequent and AT&T. Those licensing agreements, like the UNIX licensing agreements of all of our licensees, were not intended to limit IBM's or Sequent's freedom of action with respect to their original source code, methods, or concepts; they were intended merely to protect AT&T's, USL's and Novell's interest in their own UNIX software.

4. Some of our licensees asked for clarification that they, not AT&T, USL or Novell, owned and controlled their modifications and derivative works, including source code, methods and concepts. We made clear to them that they did -- both orally and in writing.

5. In fact, we believed that our licensees would not have entered into UNIX licensing agreements with us unless we assured them they could use and disclose their own code, methods and concepts as they wished. So as not to lose prospective

customers, we told licensees that they were free to exercise ownership and control over their own code, methods and concepts without fear that AT&T, USL or Novell would seek to exercise any sort of control or seek any compensation with respect to licensee original works. I made every effort to give our licensees comfort that AT&T, USL and Novell would not seek to prohibit them from using or disclosing their own works.

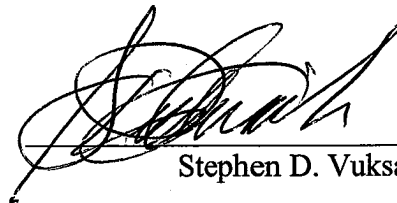
6. We knew that some of our UNIX licensees were developing their own UNIX variants and that doing so was costing them millions of dollars and significant human resources. I do not believe that they would have done so if they thought AT&T, USL or Novell would have control over their own code, methods and concepts.

7. Some licensees publicly disclosed the code, methods and concepts of their flavors of UNIX. We did not begin litigation against our licensees or otherwise object to these disclosures because we saw nothing wrong with them. Again, we repeatedly told our licensees that they could do what they wanted with their own code.

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

Executed: September 21, 2006.

Pfafftown, North Carolina



Stephen D. Vuksanovich