

Exhibit J

United States District Cou.

CENTRAL DIVISION, DISTRICT OF UTAH

CALDERA, INC.,

v.

SUBPOENA IN A CIVIL CASE

MICROSOFT CORPORATION.

DUCES TECUM

CASE NUMBER: 2:96 CV 0645B

To: Novell, Inc.
c/o C T Corporation System
50 West Broadway, 8th Floor
Salt Lake City, Utah 84101-2006

DOCKET NO. 38

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF TESTIMONY	DATE AND TIME
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YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):


SEE ATTACHED EXHIBIT "A"

PLACE OF TESTIMONY	DATE AND TIME
RAY, QUINNEY & NEBEKER 79 South Main Street, Suite 600 Salt Lake City, UT 84111	July 23, 1997 1:30 P.M.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PLACE OF TESTIMONY	DATE AND TIME
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, direct or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
 Mark M. Bettilyon, Attorney for Defendant	July 10, 1997

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

James S. Jardine
Mark M. Bettilyon
RAY, QUINNEY & NEBEKER
79 South Main Street
P.O. Box 45385
Salt Lake City, UT 84145-0385 (801) 532-1500

PROOF OF SERVICE

DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED ON (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
 Date Signature of Server

 Address of Server

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order by the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any persons who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance.
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be com-

manded to travel from any such place within the state which the trial is held or,
 (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
 (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert opinion or information not describing specific events or occurrences in dispute and resulting from the expert study made not at the request of any party, or
- (iii) requires a persons who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, protect a person subject to or affected by the subpoena quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

"EXHIBIT A" TO NOVELL, INC. SUBPOENA

DOCUMENTS REQUESTED

1. Produce all documents concerning the Asset Purchase Agreement dated July 23, 1996 between Caldera and Novell, including, without limitation, (1) all drafts of (a) the Asset Purchase Agreement, (b) any exhibits thereto and (c) any ancillary agreements; (2) any analyses by Novell of any aspect of the transaction; (3) any materials presented to or reviewed by the Board of Directors of Novell regarding the transaction; (4) any minutes of meetings of the Board of Directors of Novell mentioning or discussing the transaction; and (5) any communications between Novell and Caldera regarding the Asset Purchase Agreement or any transfers of assets or other transactions occurring pursuant to that agreement.
2. Produce all documents constituting or concerning any agreements between Novell and Caldera regarding this lawsuit.
3. Produce all documents constituting or concerning communications between Novell and Caldera regarding DR DOS, Microsoft or any Microsoft product.
4. Produce all documents concerning the compatibility or incompatibility of DR DOS with any other software product.
5. Produce all documents constituting or concerning any customer complaints regarding DR DOS, including, without limitation, complaints regarding DR DOS's incompatibility with any other software product.

6. Produce all documents concerning any efforts by Novell or DRI to test the compatibility of DR DOS with any other software product.

7. Produce all documents concerning any efforts by any third party to test the compatibility of DR DOS with any other software product.

8. Produce all documents concerning alleged demands by Microsoft to OEMs that they license MS-DOS in order to obtain a license to Windows.

9. Produce all documents constituting or concerning Novell's or DRI's policies and practices with regard to providing beta test releases of its software products to its direct competitors.

10. Produce all documents constituting or concerning Novell's or DRI's policies and practices with regard to bundling two or more software products as a package.

11. Produce all documents concerning any efforts by Novell or DRI to bundle DR DOS with any other software product, including, without limitation, NetWare Lite.

12. Produce all documents constituting or concerning any volume discount program offered by Novell or DRI for DR DOS.

13. Produce all documents constituting or concerning any minimum purchase requirements used by Novell or DRI in any license of DR DOS.

14. Produce all documents concerning any analyses by Novell or DRI regarding actual or potential pricing of DR DOS or MS-DOS.

15. Produce all documents constituting or concerning any evaluation by Novell or DRI of consumer demand for, or consumer perception of, DR DOS, MS-DOS or any other operating system software product.

16. Produce all documents constituting or concerning Novell's or DRI's policies and practices with regard to public announcements of new software products still under development.

17. Produce all documents concerning Novell's or DRI's involvement in investigations of Microsoft by the FTC, DOJ, DG IV, the Korean Fair Trade Commission or any other antitrust enforcement agency anywhere in the world.

18. Produce all documents concerning the Consent Decree that Microsoft entered into with the DOJ on July 15, 1994, or the parallel Undertaking that Microsoft simultaneously gave to DG IV, including, without limitation, all press releases issued or analyses by Novell regarding those agreements or their possible effects.

19. Produce all documents concerning any efforts by Novell or DRI to develop a product to compete with any version of Windows.

20. Produce all documents concerning Novell's acquisition of DRI in 1991, including, without limitation, (1) any analyses by Novell or DRI of the transaction, (2) any materials presented to the Board of Directors of Novell or DRI regarding the transaction, (3) any minutes of meetings of the Board of Directors of Novell or DRI mentioning or discussing the transaction, and (4) any communications between Novell and DRI regarding the transaction.

31. Produce documents sufficient to identify each and every OEM approached by Novell or DRI concerning the actual or potential licensing of DR DOS.

32. Produce all documents concerning any potential or actual transaction or joint venture between International Business Machines Corporation and Novell or DRI with regard to DR DOS.

33. Produce all documents constituting or concerning any communications by Novell or DRI with any OEM regarding MS-DOS or Windows.

34. Produce all press releases concerning the actual or proposed release by Novell or DRI of any product.

35. Produce all documents concerning Project Snowman.

36. Produce all documents concerning Project Finder.

37. Produce all documents constituting or concerning any communication by Novell or DRI with any software industry publication with regard to DR DOS, MS-DOS or Windows.

38. Produce all documents concerning any efforts by Novell or DRI to remedy any incompatibility between DR DOS and any Microsoft product.

39. Produce all documents concerning any complaints that Novell or DRI has not documented all of the APIs in its operating system software products.

40. Produce all documents constituting or concerning any analysis by Novell or DRI of the functionality of MS-DOS.

41. Produce documents sufficient to identify Novell's and DRI's document retention policy.

42. Produce all documents concerning any analysis by Novell of a potential combination between Microsoft and Novell.

DEFINITIONS AND INSTRUCTIONS

A. "Caldera" refers to plaintiff Caldera, Inc.; its parent, subsidiary or affiliated entities; and its controlling shareholders, officers, directors, employees, agents, attorneys, representatives, predecessors, successors, assigns or any person acting on behalf of any of the foregoing.

B. "Microsoft" refers to defendant Microsoft Corporation; its subsidiary or affiliated entities; and its officers, directors, employees, agents, representatives, predecessors, successors, assigns or any person acting on behalf of any of the foregoing.

C. "Novell" refers to Novell, Inc.; its parent, subsidiary or affiliated entities; and its controlling shareholders, officers, directors, employees, agents, attorneys, representatives, predecessors, successors, assigns or any person acting on behalf of any of the foregoing.

D. "DRI" refers to Digital Research, Inc.; its parent, subsidiary or affiliated entities; and its controlling shareholders, officers, directors, employees, agents, attorneys, representatives, predecessors, successors, assigns or any person acting on behalf of any of the foregoing.

E. "DR DOS" refers to character-based operating system software products developed by DRI and/or Novell to compete with MS-DOS, and includes all versions of DR DOS and Novell DOS.

F. "OEM" refers to any original equipment manufacturer of personal computers.

G. "FTC" refers to the Federal Trade Commission.

H. "DOJ" refers to the Antitrust Division of the U.S. Department of Justice.

I. "DG IV" refers to Directorate-General IV, the competition arm of the European Commission.

J. "Document" has the broadest meaning accorded to it by Rule 34(a) of the Federal Rules of Civil Procedure, and includes, but is not limited to, all of the matters defined in Rule 1001 of the Federal Rules of Evidence.

K. "Communication" refers to every manner or means of disclosure, transfer or exchange, and every disclosure, transfer or exchange, of information.

L. "Person" refers to and includes any individual, corporation, partnership, association, foundation, trust or other legal entity.

M. "This lawsuit" refers to the action commenced by Caldera against Microsoft on July 23, 1996 in the United States District Court for the District of Utah (Case No. 2:96 CV 0645B).

N. The term "concerning" means directly or indirectly mentioning, discussing or describing, pertaining to or being connected with, a stated subject matter or any aspect thereof.

O. Documents shall be produced as they are kept in the usual course of business.

P. All responsive documents in Novell's possession, custody or control shall be produced, including documents that were originally in the possession, custody or control of DRI before Novell's acquisition of DRI.

Q. All drafts of responsive documents shall be produced as well as all non-identical copies.

R. In construing these requests: (i) the singular shall include the plural and the plural shall include the singular; (ii) masculine, feminine or neuter pronouns shall not exclude other genders; (iii) the conjunctions "and" and "or" shall be read either disjunctively or conjunctively so as to bring within the scope of this request all information that might otherwise be construed to be outside of its scope; and (iv) the word "any" shall be read to mean each and every.

S. If you claim that any requested document is immune from disclosure under a claim of privilege or immunity, submit within 30 days of the production of documents responsive to this request a written statement that for each document withheld:

- (i) identifies the person(s) who prepared or authored the document and all recipients or addresses, including recipients of copies;

- (ii) specifies the date on which the document was prepared;
- (iii) describes the nature of the document (e.g., letter, memorandum, electronic-mail message, etc.);
- (iv) identifies the general subject matter of the document; and
- (v) sets forth the nature of the basis for the claim of privilege or immunity asserted.

T. This request shall be deemed continuing so as to require further and supplemental production of documents to the extent set forth in Rule 26(e) of the Federal Rules of Procedure.