transaction or a series of related transactions) of all or substantially all the assets of such party, or (ii) the stockholders of such party shall approve any plan or proposal for the liquidation or dissolution of such party, or (iii) any party, other than such party or a subsidiary thereof or any employee benefit plan sponsored by such party or a subsidiary thereof or a corporation owned, directly or indirectly, by the stockholders of such party in substantially the same proportions as their ownership of stock of such party, shall become the beneficial owner of securities of such party representing greater than fifty percent (50%) of the combined voting power of then outstanding securities ordinarily (and apart from rights accruing in special circumstances) having the right to vote in the election of directors, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases or otherwise, or (iv) at any time after the date of this Agreement, individuals who at the date hereof constituted the Board of Directors of such party shall cease for any reason to constitute at least a majority thereof, unless the election or the nomination for election by such party's stockholders of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the date hereof, or (v) any other event shall occur with respect to such party that would be required to be reported in response to Item 6(e) (or any successor provision) of Schedule 14A of Regulation 14A promulgated under the Exchange Act.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

7.1 Termination. Except as provided in Section 7.2 below, this Agreement may be terminated and the Acquisition abandoned at any time prior to the Closing Date:

(a) by mutual consent of Seller and Buyer;

(b) by Buyer or Seller if: (i) the Closing has not occurred by February 29, 1996; (ii) there shall be a final nonappealable order of a federal or state court in effect preventing consummation of the Acquisition; or (iii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the Acquisition by any Governmental Entity that would make consummation of the Acquisition illegal;

(c) by Buyer if it is not in material breach of this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and such breach has not been cured within five (5) business days after written notice to Seller (provided that, no cure period shall be required for a breach which by its nature cannot be cured);

(d) by Buyer at any time prior to November 1, 1995, if as a result of its due diligence review of the Business subsequent to the date of this Agreement it

discovers a fact or condition existing on the date of this Agreement and not disclosed to Buyer prior to or on the date of this Agreement that Buyer reasonably determines has a material adverse effect on the Business Condition of Seller;

(e) by Seller at any time prior to November 1, 1995 if as result of its due diligence review of Buyer subsequent to the date of this Agreement it discovers a fact or condition existing on the date of this Agreement not disclosed to Seller prior to or on the date of this Agreement that Seller reasonably determines has a material adverse effect on the Business Condition of Buyer;

(f) by Seller if it is not in material breach of this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Buyer and such breach has not been cured within five (5) business days after written notice to Buyer (provided that, no cure period shall be required for a breach which by its nature cannot be cured).

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Buyer or Seller, or their respective officers, directors or shareholders, provided that each party shall remain liable for any breaches of this Agreement prior to its termination.

7.3 Amendment. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

7.4 Extension; Waiver. At any time prior to the Closing Date, Buyer on the one hand, and Seller, on the other, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations of the other party hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE VIII

INDEMNIFICATION

8.1 Survival of Representations, Warranties and Agreements. Notwithstanding any investigation conducted at any time with regard thereto by or on behalf of either party, no representation or warranty by Seller shall survive the closing of this Agreement and no claim may be brought by any party with respect thereto other than the representation made by Seller in Section 2.10, including any schedules thereto, which shall survive the execution, delivery and performance of this Agreement, and be subject to the provisions of Section 8.2 below, until the first anniversary of the Closing Date.

8.2 Indemnification. Seller hereby agrees to indemnify and hold harmless Buyer against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees, any and all out-of-pocket expenses incurred in investigating, preparing or defending against any litigation, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, but only to the extent that the aggregate of the foregoing exceeds $250,000, (collectively "Damages") asserted against, resulting to, imposed upon, or incurred or suffered by Buyer, directly or indirectly, as a result of or arising from any inaccuracy in or breach of the representation and warranty made by Seller in Section 2.10, including schedules thereto ("Identifiable Claims"). Seller's indemnity obligation pursuant to this Article VIII shall in no event exceed, either individually or in the aggregate, $5,000,000.

8.3 Procedure for Indemnification with Respect to Third-Party Claims.

(a) If Buyer determines to seek indemnification under this Article VIII with respect to Identifiable Claims (the party seeking such indemnification hereinafter referred to as the "Indemnified Party" and the party against whom such indemnification is sought is hereinafter referred to as the "Indemnifying Party") resulting from the assertion of liability by third parties, the Indemnified Party shall give notice to the Indemnifying Party within thirty (30) days of the Indemnified Party becoming aware of any such Identifiable Claim or of facts upon which any such Identifiable Claim will be based; the notice shall set forth such material information with respect thereto as is then reasonably available to the Indemnified Party. In case any such liability is asserted against the Indemnified Party, and the Indemnified Party notifies the Indemnifying Party thereof, the Indemnifying Party will be entitled, if it so elects by written notice delivered to the Indemnified Party within twenty (20) days after receiving the Indemnified Party's notice, to assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party. Notwithstanding the foregoing, (i) the Indemnified Party shall also have the right to employ its own counsel in any such case, but the fees and expenses of

such counsel shall be at the sole, unreimbursable expense of the Indemnified Party unless the Indemnified Party does not assume control or the Indemnified Party shall reasonably determine that there is a conflict of interest between Buyer and Seller with respect to such Identifiable Claim, in which case the fees and expenses of such counsel will be borne by the Indemnifying Party, (ii) the Indemnified Party shall not have any obligation to give any notice of any assertion of liability by a third party unless such assertion is in writing, and (iii) the rights of the Indemnified Party to be indemnified hereunder in respect of Identifiable Claims resulting from the assertion of liability by third parties shall not be adversely affected by its failure to give notice pursuant to the foregoing unless, and, if so, only to the extent that, the Indemnifying Party is prejudiced thereby. With respect to any assertion of liability by a third party that results in an Identifiable Claim, the parties hereto shall make available to each other all relevant information in their possession material to any such assertion.

(b) In the event that the Indemnifying Party, within thirty (30) days after receipt of the aforesaid notice of an Identifiable Claim, fails to assume the defense of the Indemnified Party against such Identifiable Claim, the Indemnified Party shall have the right to undertake the defense, compromise or settlement of such action on behalf of and for the account and risk of the Indemnifying Party.

(c) Notwithstanding anything in this Section to the contrary, (i) if there is a reasonable probability that an Identifiable Claim may materially and adversely affect the Indemnified Party, other than as a result of money damages or other money payments, the Indemnified Party shall have the right to participate in such defense, compromise or settlement and the Indemnifying Party shall not, without the Indemnified Party's written consent (which consent shall not be unreasonably withheld), settle or compromise any Identifiable Claim or consent to entry of any judgment in respect thereof unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release from all liability in respect of such Identifiable Claim.

ARTICLE IX

GENERAL PROVISIONS

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via telecopy (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Buyer, to:

The Santa Cruz Operation, Inc.
400 Encinal Street
P.O. Box 1900
Santa Cruz, CA 95061-1900
Attention: Legal Department
Telecopy No.: (408) 427-5474

with a copy to:

Brobeck, Phleger & Harrison
Two Embarcadero Place
2200 Geng Road
Palo Alto, CA 94303
Attention: Edward M. Leonard
Telecopy No.: (415) 496-2921

(b) if to Seller, to:

Novell, Inc.
122 East 1700 South
Provo, Utah 84606
Attention: David R. Bradford, Esq.
Telecopy No.: (801) 228-7077

with a copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304
Attention: Larry W. Sonsini
Telecopy No.: (415) 496-4084

9.2 Survival. The representations and warranties contained in Section 2 and Section 3 hereof except for the representation of Seller set forth in Section 2.10 shall not survive the closing of the sale of assets and issuance of stock contemplated by this Agreement; provided, however, that the foregoing provision shall not eliminate the rights and remedies of the parties hereto in the case of a willful fraud by the other party provided that the agreed party shall establish all elements of the existence of such fraud by clear and convincing evidence.

9.3 Interpretation. When a reference is made in this Agreement to Schedules or Exhibits, such reference shall be to a Schedule or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

9.5 Entire Agreement. This Agreement, and the Schedules and Exhibits hereto: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person any rights or remedies hereunder, unless expressly provided otherwise; and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided.

9.6 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

9.7 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

9.9 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of

construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed by their duly authorized respective officers, all as of the date first written above.

THE SANTA CRUZ OPERATION, INC.

By: _____

Name: Alok Mohan

Title: Chief Executive Officer

NOVELL, INC.

By: _____

Name: Robert J. Frankenberg

Title: ~~Chairman of the Board~~ President and Chief Executive Officer

Schedule 1.1(a)
Assets
(Page 1 of 4)

1. All rights and ownership of UNIX and UnixWare, including but not limited to all versions of UNIX and UnixWare and all copies of UNIX and UnixWare (including revisions and updates in process), and all technical, design, development, installation, operation and maintenance information concerning UNIX and UnixWare, including source code, source documentation, source listings and annotations, appropriate engineering notebooks, test data and test results, as well as all reference manuals and support materials normally distributed by Seller to end-users and potential end-users in connection with the distribution of UNIX and UnixWare, such assets to include without limitation the following:

UNIX Source Code Products

A. UnixWare 2.0 as described in the UnixWare 2.0 Licensing Schedule and those products listed as "prior" products on such schedule (includes source code updates where appropriate – i.e. UnixWare product family).
B. UNIX SVR4.1 ES as described in the UNIX SVR4.1 ES Licensing Schedule and those products listed as "prior" products on such schedule
C. UNIX SVR4.0MP as described in the UNIX SVR4.0 MP Licensing Schedule and those products listed as "prior" products on such schedule
D. Ancillary SVRx Products (a final list of which shall be developed by the parties prior to the Closing)

Binary Product Releases

A. UnixWare 2.01 Product Family as described by the Novell UnixWare 2.01 Part/Price List
B. UnixWare 2.0.x update releases
C. UnixWare 1.1 Product Family as described by the Novell UnixWare 1.1 Part/Price List
D. UnixWare 1.1.x – update releases

Products Under Development

A. UnixWare 2.1 (Eiger) – contains NetWare UNIX Client and Server capabilities
B. UnixWare 2.1 Oracle Parallel Server (OPS)
C. UnixWare 2.03 - maintenance update under development
D. UnixWare 2.0.x/2.1 Enhanced Mode Merge
E. UnixWare 2 Internet Server

Schedule 1.1(a)
Assets
(Page 2 of 4)

Other Technology.

A. UnixWare system/HBA/etc. Test/Certification Suites Used by Novell Labs
B. UnixWare "OS Branding" Test Suites
C. UnixWare "OS Compatible" Requirements
D. Gaede Performance Test suite
E. ARTUS, Bart, Buster Internal UNIX Test suites and test harnesses
F. UnixWare Training/Education Courseware
G. Requirements, Design, and Test Specifications for UnixWare 2
H. Technical Support Update Manager
I. Marketing collateral/information in electronic form
J. ODI Transmogrification software

II. All of Seller's claims arising after the Closing Date against any parties relating to any right, property or asset included in the Business.

III. All of Seller's rights pertaining to UNIX and UnixWare under any software development contracts, licenses and any other contracts to which Seller is a party or by which it is bound and which pertain to the Business (to the extent that such contracts are assignable), including without limitation:

A. Joint Development with third parties:

1. In-Process development agreements
2. Past development agreements with on-going pricing discounts
3. Past development agreements without ongoing pricing discounts
4. Joint development agreements in which Seller didn't get full rights to the code developed.

B. Third party software license agreements - Those agreements in which Seller pays per copy fees for technology/products which are shipped with or to be used with UNIX System and/or UnixWare.

C. Joint marketing agreements - Marketing programs with customers.

D. End user MLA agreements - Agreements to allow end users to copy binary products for internal use only. Associated with these agreements are support requirements.

E. UNIX-only VAR agreements - UNIX Masters VARs

Schedule 1.1(a)
Assets
(Page 3 of 4)

F. Support agreements - End user support agreements (i.e., TMAC, NALCOMIS)

G. Microsoft agreement (Xenix Agreement) - Xenix compatibility and per copy fee agreement. Seller will agree to discuss with SCO Seller's interpretation of this agreement.

H. Microsoft Agreement (Extra-Ordinary Discount) - Microsoft's additional discount beyond 80%.

I. Strategic Relationship Agreements (i.e. MTA, ECPA, MBA, etc.)

J. Out-sourced development (i.e., India) - Development agreements with third parties (Wipro and HCL) and India Development Center. IDC is a Seller subsidiary.

K. Out-sourced Support Agreements

L. Software and Sublicensing Agreements - This includes the source code and sublicensing agreements that Seller has with its OEM, End User and Educational customers. The total number of these agreements is approximately 30,000.

M. OEM Binary Licensing Agreements - OEM distribution of UnixWare with Seller's agreement to include some OEM added value into future releases of UnixWare.

IV. All copies of UNIX and UnixWare, wherever located, owned by Seller.

V. Intellectual property - Trademarks UNIX and UnixWare as and to the extent held by Seller (excluding any compensation Seller receives with respect of the license granted to X/Open regarding the UNIX trademark).

VI. All contracts relating to the SVRX Licenses listed below:

- UNIX System V Release 4.2 MP, Intel386 Implementation
- #UNIX System V Release 4.2 MP International Edition, Intel386 Implementation
- UNIX System V Release 4.2, Intel386 Implementation
- #UNIX System V Release 4.2 International Edition, Intel386 Implementation
- UNIX System V Release 4.1 ES, Intel386 Implementation
- #UNIX System V Release 4.1 ES International Edition, Intel386 Implementation

SDW-SDMA:PDOCS:SDL:239406.1

Schedule 1.1(a)
Assets
(Page 4 of 4)

- UNIX System V Release 4.0 MP, Intel386 Implementation
- #UNIX System V Release 4.0 MP International Edition, Intel386 Implementation
- UNIX System V Release 4.0 MP, Intel386 Version 4 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 4 Implementation
- UNIX System V Release 4.0, Intel386 Version 3 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 3 Implementation
- UNIX System V Release 4.0, Intel386 Version 2 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 2 Implementation
- UNIX System V Release 4.0, Intel386 Version 1 Implementation
- #UNIX System V Release 4.0 International Edition, Intel386 Version 1 Implementation
- UNIX System V/386 Release 3.2 and #UNIX System V/386 Release 3.2 International Edition
- UNIX System V Release 3.2 and #UNIX System V Release 3.2 International Edition
- UNIX System V Release 3.1 and #UNIX System V Release 3.1 International Edition
- UNIX System V Release 3.0 and #UNIX System V Release 3.0 International Edition
- All prior releases and versions of UNIX System V Release 2.1
- #All prior releases and versions of UNIX System V Release 2.1 International Editions
- All prior releases and versions of UNIX System V Release 2.0
- #All prior releases and versions of UNIX System V Release 2.0 International Editions
- All prior UNIX System releases and versions preceding UNIX System V Release 2.0
- #All prior UNIX System releases and versions preceding UNIX System V Release 2.0 International Editions

VII. Such office furniture and personal computers or work stations as may be currently used by the employees of Seller hired by Buyer pursuant to Section 4.13 hereof.

Schedule 1.1(b)
Excluded Assets
(Page 1 of 2)

I. Any asset not listed on Schedule 1.1(a), including without limitation any asset which pertains to NetWare which is not listed on Schedule 1.1(a)

II. NetWare Operating System and Services

III. TUXEDO Transaction Processing

IV. Licensed technology, including:

A. NetWare and other Novell code contained in UnixWare 2.01 and Eiger:

1. ODI Software contained in NetWare and UnixWare LAN Drive Test Kit
2. Nprinter (for printing from NetWare to UnixWare Server)
3. NUC (NetWare UNIX Client - for print, etc. from UnixWare to NetWare Server)
4. TNVT, Host Presenter (Terminal Emulation to Log into UnixWare Server from NetWare Client)
5. MHS Gateway (Mail Gateway)
6. IPX/SPX (Re-Write of Native 4.1)
7. ODI (Networking driver protocol; version 3.3 of assembly Spec and 1.0 of C Spec)
8. Xconsole (Log-in to NetWare console)
9. UnixWare TSA (SMS is back-up and restore, TSA is the 'agent' needed to do this)
10. Some NetWare Client APIs
11. DR-DOS
12. Host Presenter (*Binary only*)
13. TNVT (*Binary only*)
14. ciptor (*Binary only*)
15. NetWare NLM (*Binary only*)

B. NetWare code contained in Eiger Only:

1. NDS APIs
2. NWS (Incl. NetWare File, Print and Directory Services)

C. NetWare 4.1 for UnixWare

Schedule 1.1(b)
Excluded Assets
(Page 2 of 2)

V. Intellectual Property:

A. All copyrights and trademarks, except for the trademarks UNIX and UnixWare.

B. All Patents

VI. Existing Master License Agreements with end users which include, in addition to other products of Seller, integrated delivery of UnixWare.

VII. All accounts receivable or rights to payment concerning the Assets arising prior to the Closing Date.

VIII. All right, title and interest to the SVRx Royalties, less the 5% fee for [redacted] collection thereof pursuant to Section 4.16 hereof.

Schedule 1.1(c)

Assumed Liabilities

1. All obligations, whether existing on the date hereof or arising hereafter, under the assigned contracts listed on Schedule 1.1(a).

2. All obligations relating to the Business which arise subsequent to the Closing Date.

3. Obligation of product support and customer service concerning UnixWare and Eiger.

SCHEDULE 1.2(b)

Buyer shall make payments of the royalties in accordance with the structure set forth below.

(a) Royalty-Bearing Products. Royalties shall be paid on sales of the following products by Buyer (the "Royalty-Bearing Products"):

(i) UnixWare

(ii) Eiger

(iii) MXU

(iv) White Box

(v) any derivative, upgrades, updates or new releases of (i) through (iv) above.

(b) Amount of Royalties. Concurrent with the execution of this Agreement, Seller has delivered to Buyer a business plan provided by Seller to Buyer on September 11, 1995 including an annual forecast by Seller of the potential estimated market for UnixWare, Eiger, MXU and White Box (the "Plan"). The amount of royalties shall be as follows:

(i) Royalties on UnixWare, Eiger, MXU and derivatives ("UW Products"):

(a) No royalties shall be payable in connection with any of the UW Products until Buyer shall have shipped or licensed, in any year, 40% of the units contemplated by the Plan for such year;

(b) Buyer shall pay royalties equal to $30.00 per net unit in connection with each and every net unit of UW Products shipped or licensed by Buyer over and above 40% and less than 70% of the total units contemplated by the Plan for such year;

(c) Buyer shall pay royalties equal to $60.00 per net unit in connection with each and every net unit of UW Products shipped or licensed by Buyer over and above 70% of the total units contemplated by the Plan for such year.

BPHPA1\JPH\01427SB.WP

(ii) Royalties on White Box:

(a) No royalties shall be payable in connection with any of the White Box units until Buyer shall have shipped or licensed 50% of the White Box units contemplated by the Plan for such year.

(b) Buyer shall pay royalties equal to $20.00 per net unit in connection with each and every net unit of White Box product shipped or licensed by Buyer over and above 50% of the total units contemplated by the Plan for such year.

(iii) Net Units shall mean total gross shipments minus returns and evaluation and demonstration units (on which revenue is not received).

(c) Termination of Royalty Obligations. The royalty obligations set forth in subsection (b) above will terminate (i) after Buyer shall have made aggregate cumulative payments to Seller equal to such amount which has a total net present value of $ 84,000,000 (determined as of the date of Closing) or (ii) December 31, 2002, whichever is sooner. A discount rate of 15% will be used to calculate the net present value.

(d) Annual Cap; Carryover Provisions. In the event that Buyer's net shipments and licenses of UW Products shall reach or exceed 130% of the units contemplated by the Plan for such year, Buyer shall not have royalty obligations in connection with such shipments or licenses over such 130% threshold (the "Annual Cap"). In the event that the actual sale and license of units of UW Products fail to reach 40% of the Plan for any given year as contemplated by (b)(i) above, then 30% of the Plan units for such year may be carried forward and added to the following year solely for the purposes of determining the Annual Cap on royalties for such subsequent year.

(e) Protective Provisions. In the event that the pricing of royalties set forth herein shall cause Buyer to become unprofitable or substantially non-competitive in the marketplace, management of Buyer and Seller will meet to negotiate a mutually acceptable adjustment so as to support the economic viability of Buyer.

(f) SVRx Converted Units. The parties agree that SCO will have the opportunity to convert existing SVRx-based customers to a UnixWare derived product, thus depriving Seller of the economic benefit of the SVRx licenses. The process for determining if a customer is validly converted is as follows:

The conversion of an SVRx customer to UnixWare will validly occur and result in the UnixWare based revenue flowing to SCO, without giving rise to a continued obligation to make payment to Seller of royalties due under the SVRx licenses, only if the following are true (note: if the customer continues to sell their SVRx based product separately, then these SVRx revenues continue to flow to Novell):

(i) The customer ships a binary copy of a Golden Master of UnixWare, Eiger, MXU or White Box, or

(ii) The product is derived from a source version of UnixWare, Eiger, MXU or White Box and (i) none of the original SVRx code provided by Novell to the customer, under the SVRx license, is included in the new product or (ii) Buyer shall demonstrate to Seller's reasonable satisfaction that an insignificant amount of original SVRx code is so included and the adoption of UnixWare is so substantial as to constitute a valid conversion.

In addition, an SVRx customer can be defined as having converted to UnixWare only if one of the above is satisfied and only if support is provided for NDS (client/server where appropriate) in the resulting product.

Schedule 6.3(b)

The proposed merger with or sale of shares representing 50% or more of the voting power of Buyer to any of the following parties, or any affiliates or successors to the business thereof, would give rise to the respective rights and obligations contained in Section 6.3(a) of the Agreement:

Sun Microsystems

Microsoft

Hewlett-Packard

IBM

Digital

Fujitsu

EXHIBIT 5.1(c)

Eiger Development

(a) Prior to the Closing Date, Seller shall use its reasonable commercial efforts to continue development of the Eiger product (as such term is defined in the Operating Agreement) in accordance with the development schedule previously furnished to Buyer.

(b) After the Closing Date, Seller shall contribute to Buyer a portion of the direct development costs associated with development of the Eiger product as follows:

(i) Seller shall contribute to Buyer 50% (fifty percent) of such direct development costs until such contribution reaches an aggregate of $2.5 million (Two Million Five Hundred Thousand Dollars).

(ii) Once an aggregate of $5 million (Five Million Dollars) is spent by Buyer on the development of the Eiger product, including the Seller contribution described in (i) above, Seller shall contribute to Buyer 25% (twenty-five percent) of such additional direct development costs until such additional contribution equals $2.5 million (Two Million Five Hundred Thousand Dollars).

(iii) Except for the foregoing, Seller shall have no obligations to Buyer whatsoever respecting the development of the Eiger product.

(iv) Buyer shall provide Seller with such evidence of direct expenditures on the development of the Eiger product as Seller may reasonably request before any Seller contributions are made.

(v) Any such contributions shall be made quarterly in arrears upon written notice by Buyer of the expenditure of sums as to which Seller agrees to contribute its aforementioned percentages.

SELLER DISCLOSURE SCHEDULE

For convenience, section numbers refer to the Asset Purchase Agreement dated as of September 19, 1995 between Seller and The Santa Cruz Operation, Inc. However, the disclosure herein of any information which is relevant in connection with more than one section of such agreement shall be deemed adequate in all respects notwithstanding the fact that such information is disclosed herein only with reference to one section.

Section 2.6

Claims and threatened litigation:

Seller has been put on notice of a possible infringement of Unisys patent 4,558,302, covering the so-called LZW data-compression algorithm.

Section 2.8(c)

(i) Contracts under which Seller paid $1,500,000 or more in Business related royalties, additional license fees and revenue sharing during the period 8/1/94 - 7/31/95:

(1) February 7, 1987 Development and License Agreement now in effect between Seller and Microsoft Corporation

(2) March 8, 1993 International OEM Distribution Agreement now in effect between Seller and Locus Computing Corporation

(ii) Customers from whom Seller received $1,500,000 or more in Business related royalties, additional license fees and revenue sharing during the period 8/1/94 - 7/31/95:

See Attachment A

(iii) Contracts now in existence in which Seller granted most favored nation pricing or exclusive marketing rights related to any Business related product, group of products, or territory:

See Attachment B

**Pursuant to various Software Agreements and Sublicensing Agreements administered by Seller's Licensing Organization.*

Section 2.8(f)

(f) Contracts containing rights for a customer to sublicense Business related source or binary code without additional payments to Seller:

(1) January 1, 1994 Software License and Distribution Agreement now in effect between Seller and Sun Microsystems, Inc.

(2) June 9, 1986 Sublicensing Agreement now in effect between Seller and Silicon Graphics, Inc.

Section 2.10

(i) Intellectual Property:

Attachment C to this Schedule contains the most current listing of pending and issued applications for trademarks covering products of the Business.

Attachment D to this Schedule contains a listing of pending and issued applications for patents covering products of the Business.

Attachment E to this Schedule contains a listing of Seller's copyright registrations covering product(s) relating to the Business.

(ii) Contracts under which Seller received Business-related revenues in excess of $2,000,000 in the twelve month period ending 7/31/95:

See Attachment A

(iii) Contracts pursuant to which Seller was obligated to pay Business-related royalties of $1,000,000 or more over the period 8/1/94-7/31/95:

See Attachment F

(iv) Contracts containing Business-related rights which are non-perpetual or which are terminable in the event of acquisition:

See Attachment G

(v) Claims of infringement:

See entry for Section 2.6 above

Section 2.11(a)

Real property and leases:

The Business (excluding outside sales and support activities conducted in the ordinary course) is primarily concentrated in a facility leased from Exxon Corporation in Florham Park, New Jersey. A copy of the current lease covering such facility is appended hereto as Attachment H. Other facilities in which relatively minor portions of the Business are conducted are located in San Jose, California, Orem, Utah and Provo, Utah.

Section 2.14

See Attachment A

Section 2.16

Estimated level of UnixWare software inventory as of October 11, 1995:

U.S. / Canada	$1,516,860
International	750,700
Total	$2,267,560

ATTACHMENT A

Largest Volume OEM Customers of Seller

Sales Over $2 Million	Sales Over $1.5 Million	Sales Over $1 Million
Microsoft	Microsoft	Microsoft
AT&T	AT&T	AT&T
Hewlett-Packard	Hewlett-Packard	Hewlett-Packard
Fujitsu	Fujitsu	Fujitsu
NEC	NEC	NEC
Siemens-Nixdorf	Siemens-Nixdorf	Siemens-Nixdorf
ICL	ICL	ICL
Digital Equipment	Digital Equipment	Digital Equipment
IBM	IBM	IBM
Silicon Graphics	Silicon Graphics	Silicon Graphics
	Hitachi	Hitachi
	Motorola	Motorola
		Cray
		Stratus
		Tandem
		Mitsubishi

Attachment B

Agreements* with Most Favored Customer Pricing or Exclusive

Marketing Rights for Business Products or Territories

- February 21, 1986 Territorial Software Distribution Agreement between AT&T Information Systems, Inc. and AT&T UNIX Pacific Co., Ltd.

- Joint Venture Contract between Shenzhen Comtec Software, Ltd., China National Computer Software & Technology Service Corporation, China Great Wall Computer Group Co., Langchao Electronic Information Industrial Group Corporation, Changjiang Computer Union Corporation (Group), Beijing Modern Information Development Center, Dascom (Holdings) Ltd., and UNIX System Technologies China Company, Ltd. for the Establishment of UNIX System Technologies Company, Ltd.

- Sales Agency Agreement between AUDILOG (France) and UNIX System Laboratories, Inc.

- Publication Agreement between UNIX System Laboratories, Inc. and Addison-Wesley Publishing Company, Inc.

- January 1, 1994 Software License and Distribution Agreement between Seller and Sun Microsystems, Inc.

- May 10, 1994 Trademark Relicensing Agreement between Seller and X/Open Company, Ltd.

- Publication Agreement dated December 17, 1986 between AT&T Information Systems Inc. and Prentice-Hall Inc.

* *Agreements originally entered into by one of Seller's predecessors in title are so identified.*

NOVELL-SCO-Proprietary (Restricted)
Not for disclosure to third parties

ATTACHMENT C
Page 2 of 9

TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATION NO.
UNIX	France	Registered	9,38	10/26/84	10/26/84	09062-TN5180
UNIX	France	Registered	9,16,17,21,28,30,34	03/29/82	03/29/82	09062-TN5191
UNIX	Germany	Registered	9,16,37,38,42	11/27/90	07/30/91	09062-TN5192
UNIX	Germany	Registered	9,16,37,38,42	07/02/90	08/14/90	09062-TN5193
UNIX	Greece	Registered	9,16,42	03/21/83	11/17/83	09062-TN5194
UNIX	Greece	Filed	38	04/18/88	10/17/91	09062-TN5195
UNIX	Guatemala	Registered	9	11/17/92		09062-TN5196
UNIX	Honduras	Registered	38	09/10/86	09/09/88	09062-TN5197
UNIX	Hong Kong	Registered	9	04/16/86	12/05/88	09062-TN5198
UNIX	Hong Kong	Registered	9	04/16/86	12/05/88	09062-TN5199
UNIX	Hungary	Registered	16	05/11/84	05/11/84	09062-TN5200
UNIX	Iceland	Registered	9	05/11/84	05/11/84	09062-TN5201
UNIX	India	Registered	9	03/06/91	12/22/92	09062-TN5202
UNIX	India	Registered	9	07/13/90	12/05/90	09062-TN5203
UNIX	Indonesia	Rejected	9	08/08/85	08/08/85	09062-TN5205
UNIX	Iceland	Registered	9	01/01/85	01/01/85	09062-TN5204
UNIX	Ireland	Registered	9	08/05/85		09062-TN5206
UNIX	Israel	Registered	9	07/24/85	07/24/85	09062-TN5208
UNIX	Israel	Registered	42	05/17/84	05/17/84	09062-TN5207
UNIX	Israel	Registered	38	11/26/84	10/22/87	09062-TN5212
UNIX	Israel	Registered	16	01/27/83	08/06/87	09062-TN5211
UNIX	Italy	Registered	9	01/27/83	06/25/87	09062-TN5210
UNIX	Jamaica	Registered	9,38	01/27/83	06/25/87	09062-TN5209
UNIX	Japan	Filed	9	03/22/84	05/23/86	09062-TN5213
UNIX	Japan	Registered	42	02/13/86	06/08/92	09062-TN5214
UNIX	Japan	Registered	11	09/01/92		09062-TN5217
UNIX	Japan	Registered	41	12/26/89	01/31/94	09062-TN5482
UNIX	Jordan	Registered	16		03/29/95	09062-TN5216
UNIX	Kenya	Proposed	16	05/18/84	01/29/93	09062-TN5215
UNIX	Korea, South	Filed	9			09062-TN5218
UNIX	Liberia	Registered	38	09/13/84		09062-TN5476
UNIX	Liechtenstein	Registered	N/A	03/19/83	11/09/83	09062-TN5219
UNIX	Macau	Registered	9,38	03/10/86	03/10/86	09062-TN5220
UNIX	Macau	Registered	38	01/13/88	10/31/91	09062-TN5221
				12/22/87	12/13/91	09062-TN5224

ATTACHMENT C
Page 3 of 9

TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX	Macau	Registered	9	12/22/87	12/13/91	09062-TM5222
UNIX	Macau	Published	16	06/17/88		09062-TM5223
UNIX	Malaysia	Registered	9	01/02/86		09062-TM5224
UNIX	Malta	Registered	9	07/31/85	07/31/87	09062-TM5225
UNIX	Mexico	Registered	35	07/15/85	06/12/87	09062-TM5226
UNIX	Mexico	Registered	9	07/15/85	06/24/87	09062-TM5227
UNIX	Monaco	Registered	9	07/23/85	10/28/85	09062-TM5228
UNIX	Morocco	Registered	9,38	03/20/86	03/20/86	09062-TM5230
UNIX	New Zealand	Registered	9,16,38	01/20/86	01/20/86	09062-TM5231
UNIX	New Zealand	Registered	16	10/09/84	10/09/84	09062-TM5234
UNIX	New Zealand	Registered	9	06/29/82	06/28/82	09062-TM5232
UNIX	Nigeria	Registered	9	06/17/85	06/17/85	09062-TM5233
UNIX	Norway	Filed	9	08/06/86	06/03/87	09062-TM5235
UNIX	Pakistan	Registered	9,38	03/21/86		09062-TM5236
UNIX	Pakistan	Filed	16	03/11/84	12/22/87	09062-TM5237
UNIX	Panama	Registered	9	04/01/86		09062-TM5239
UNIX	Panama	Registered	9	04/01/86	01/01/86	09062-TM5238
UNIX	Papua New Guinea	Registered	9	09/28/87	07/29/88	09062-TM5241
UNIX	Papua New Guinea	Registered	38	01/28/86	02/27/87	09062-TM5240
UNIX	Paraguay	Registered	9	05/08/87	05/08/87	09062-TM5243
UNIX	Paraguay	Registered	9	04/03/86	04/05/86	09062-TM5242
UNIX	Paraguay	Registered	16	12/16/85	07/25/86	09062-TM5244
UNIX	Peru	Registered	38	11/17/86	10/07/87	09062-TM5245
UNIX	Peru	Registered	9	12/18/85	07/25/86	09062-TM5246
UNIX	Philippines	Abandoned	38	12/23/85	04/24/86	09062-TM5247
UNIX	Poland	Registered	9	12/23/85	04/24/86	09062-TM5248
UNIX	Portugal	Registered	9	04/17/86	05/29/89	09062-TM5249
UNIX	Portugal	Registered	9	03/17/91	09/11/93	09062-TM5250
UNIX	Portugal	Filed	16	01/29/86	07/22/91	09062-TM5251
UNIX	Ras-al-Khaimah	Registered	38	06/17/86		09062-TM5252
UNIX	Russia	Registered	9	01/29/86	07/22/91	09062-TM5253
UNIX	Singapore	Registered	9,38	08/21/86	03/15/87	09062-TM5254
UNIX	Slovenia	Registered	9	01/02/86	07/11/89	09062-TM5255
UNIX	Slovenia	Proposed	9	06/28/85	06/27/85	09062-TM5256

ATTACHMENT C
Page 4 of 9

TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATION NO.
UNIX	South Africa	Filed	16	02/07/86		09062-TM5257
UNIX	Spain	Filed	9	05/07/84		09062-TM5258
UNIX	Sri Lanka	Registered	38	05/07/84	05/06/85	09062-TM5259
UNIX	Sudan	Filed	9	01/29/96	12/28/91	09062-TM5260
UNIX	Suriname	Registered	9	01/05/88		09062-TM5261
UNIX	Sweden	Registered	16	03/17/86	03/17/86	09062-TM5262
UNIX	Sweden	Registered	9,16	03/17/86	03/17/86	09062-TM5263
UNIX	Switzerland	Registered	9,38	10/24/83	12/11/87	09062-TM5264
UNIX	Syrian Arab	Filed	9	03/16/84	02/03/89	09062-TM5265
UNIX	Taiwan	Registered	9,38	03/15/84	01/31/85	09062-TM5266
UNIX	Taiwan	Abandoned	8	09/02/86	09/19/91	09062-TM5267
UNIX	Taiwan	Registered	56	04/26/83	02/01/84	09062-TM5268
UNIX	Taiwan	Registered	80	04/26/83	12/01/83	09062-TM5269
UNIX	Taiwan	Registered	91	04/26/83	11/01/83	09062-TM5270
UNIX	Tanganyika	Registered	9	11/28/83	07/16/84	09062-TM5271
UNIX	Thailand	Registered	8	09/13/86	07/01/84	09062-TM5272
UNIX	Thailand	Registered	9	07/16/86	11/13/86	09062-TM5273
UNIX	Tunisia	Registered	9	01/05/86	05/12/86	09062-TM5274
UNIX	Turkey	Registered	9	01/17/86	08/21/86	09062-TM5275
UNIX	United Arab Emi	Filed	8	01/17/86	01/17/86	09062-TM5276
UNIX	United Kingdom	Registered	9	03/24/86	03/24/86	09062-TM5277
UNIX	United Kingdom	Registered	16	03/19/35		09062-TM5278
UNIX	Uruguay	Registered	9,16,38	06/24/83	06/24/83	09062-TM5279
UNIX	Venezuela	Filed	28	06/24/83	06/24/83	09062-TM5280
UNIX	Vietnam	Registered	9,38,42	01/08/86	01/18/92	09062-TM5281
UNIX	Yugoslavia	Registered	9	08/26/85		09062-TM5283
UNIX	Zaire	Registered	9	05/12/86	06/17/87	09062-TM5284
UNIX	Zimbabwe	Registered	9,35,38	08/02/90	04/08/92	09062-TM5285
UNIX & DESIGN (NESTED CHEVRONS)	Australia	Filed	42	02/10/84	02/10/84	09062-TM5286
UNIX & DESIGN (NESTED CHEVRONS)	Australia	Filed	9	02/03/86	02/03/86	09062-TM5287
UNIX & DESIGN (NESTED CHEVRONS)	France	Registered	9,16,35,42	05/20/91		09062-TM5382
UNIX & DESIGN (NESTED CHEVRONS)	India	Refused	9	06/24/91	06/24/91	09062-TM5383
						09062-TM5384
						09062-TM5385

ATTACHMENT C
Page 5 of 9

TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX & DESIGN (REGISTERED CERTAIN)	Italy	Filed	9, 35, 38, 42	10/24/91		09062-TM5106
UNIX & DESIGN (REGISTERED CERTAIN)	Spain	Filed	42	09/03/91		09062-TM5390
UNIX & DESIGN (REGISTERED CERTAIN)	United Kingdom	Registered	42	06/06/91		09062-TM5393
UNIX & DESIGN (REGISTERED CERTAIN)	United Kingdom	Registered	16	06/06/91	06/06/91	09062-TM5392
UNIX (KATAKANA VERSION)	Japan	Registered	9	06/06/91	06/06/91	09062-TM5391
UNIX (KATAKANA VERSION)	Japan	Filed	41			09062-TM5417
UNIX AND DESIGN (CHESTED HAVE)	Argentina	Filed	42	09/01/92	03/31/95	09062-TM5418
UNIX AND DESIGN (CHESTED HAVE)	Australia	Filed	9	05/10/93		09062-TM5200
UNIX AND DESIGN (CHESTED HAVE)	Austria	Abandoned	9, 42	04/02/93		09062-TM5209
UNIX AND DESIGN (CHESTED HAVE)	Azerbaijan	Opposed		04/19/93		09062-TM5290
UNIX AND DESIGN (CHESTED HAVE)	Belarus	Filed	9			09062-TM5291
UNIX AND DESIGN (CHESTED HAVE)	Benelux	Registered	9	02/03/93	02/03/93	09062-TM5292
UNIX AND DESIGN (CHESTED HAVE)	Bermuda	Opposed	9			09062-TM5293
UNIX AND DESIGN (CHESTED HAVE)	Bolivia	Filed	9	02/02/93		09062-TM5294
UNIX AND DESIGN (CHESTED HAVE)	Brazil	Published	9	04/05/93		09062-TM5295
UNIX AND DESIGN (CHESTED HAVE)	Canada	Abandoned	9	03/05/93		09062-TM5296
UNIX AND DESIGN (CHESTED HAVE)	Chile	Registered	9	02/02/93	07/29/93	09062-TM5297
UNIX AND DESIGN (CHESTED HAVE)	China	Filed	9	01/25/93		09062-TM5298
UNIX AND DESIGN (CHESTED HAVE)	Colombia	Registered	9	03/02/93	02/23/94	09062-TM5299
UNIX AND DESIGN (CHESTED HAVE)	Costa Rica	Opposed	9			09062-TM5300
UNIX AND DESIGN (CHESTED HAVE)	Croatia	Filed	9	03/18/93		09062-TM5301
UNIX AND DESIGN (CHESTED HAVE)	Denmark	Filed	9	02/12/93		09062-TM5302
UNIX AND DESIGN (CHESTED HAVE)	Dominican Republic	Registered	9	03/04/93	05/15/93	09062-TM5470
UNIX AND DESIGN (CHESTED HAVE)	Ecuador	Filed	9	02/17/93		09062-TM5303
UNIX AND DESIGN (CHESTED HAVE)	Egypt	Opposed	9	03/29/93		09062-TM5304
UNIX AND DESIGN (CHESTED HAVE)	El Salvador	Published	9			09062-TM5305
UNIX AND DESIGN (CHESTED HAVE)	Estonia	Published	9	04/07/93		09062-TM5306
UNIX AND DESIGN (CHESTED HAVE)	Finland	Filed	9	03/18/93		09062-TM5307
UNIX AND DESIGN (CHESTED HAVE)	France	Opposed	9			09062-TM5308
UNIX AND DESIGN (CHESTED HAVE)	Georgia	Filed	9	04/28/93	11/22/94	09062-TM5309
UNIX AND DESIGN (CHESTED HAVE)	Germany	Abandoned	9, 16, 42	02/10/93		09062-TM5310
				07/12/93		09062-TM5311
						09062-TM5312

ATTACHMENT C
Page 6 of 9

TRADEMARK STATUS REPORT

TRADEMARK	COUNTRY	STATUS	CLASS	FILING DATE	REG. DATE	LOCATOR NO.
UNIX AND DESIGN (CRESTED WAVE)	Guatemala	Filed	42	09/17/93		09062-TM5314
UNIX AND DESIGN (CRESTED WAVE)	Guatemala	Filed	9	09/17/93		09062-TM5313
UNIX AND DESIGN (CRESTED WAVE)	Honduras	Proposed	9			09062-TM5315
UNIX AND DESIGN (CRESTED WAVE)	Hong Kong	Abandoned	9	03/12/93		09062-TM5316
UNIX AND DESIGN (CRESTED WAVE)	Hungary	Registered	9,16,42	02/17/93	09/20/93	09062-TM5317
UNIX AND DESIGN (CRESTED WAVE)	Iceland	Registered	9	02/08/93	05/27/93	09062-TM5318
UNIX AND DESIGN (CRESTED WAVE)	India	Filed	9	02/11/93		09062-TM5319
UNIX AND DESIGN (CRESTED WAVE)	Indonesia	Proposed				09062-TM5320
UNIX AND DESIGN (CRESTED WAVE)	Ireland	Filed	9	02/09/93		09062-TM5321
UNIX AND DESIGN (CRESTED WAVE)	Israel	Filed	9	02/08/93		09062-TM5322
UNIX AND DESIGN (CRESTED WAVE)	Italy	Filed	9,42	03/29/93		09062-TM5323
UNIX AND DESIGN (CRESTED WAVE)	Jamaica	Proposed	9			09062-TM5324
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	42	05/13/93		09062-TM5327
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	9	04/26/93		09062-TM5325
UNIX AND DESIGN (CRESTED WAVE)	Japan	Filed	41	05/13/93		09062-TM5326
UNIX AND DESIGN (CRESTED WAVE)	Kazakhstan	Proposed				09062-TM5328
UNIX AND DESIGN (CRESTED WAVE)	Korea, South	Filed	39	02/23/93		09062-TM5329
UNIX AND DESIGN (CRESTED WAVE)	Latvia	Filed	9	03/09/93		09062-TM5330
UNIX AND DESIGN (CRESTED WAVE)	Liberia	Filed		02/23/93		09062-TM5331
UNIX AND DESIGN (CRESTED WAVE)	Liechtenstein	Registered	9	09/13/93		09062-TM5332
UNIX AND DESIGN (CRESTED WAVE)	Lithuania	Filed	9	03/19/93		09062-TM5333
UNIX AND DESIGN (CRESTED WAVE)	Macau	Published	9	03/11/93		09062-TM5334
UNIX AND DESIGN (CRESTED WAVE)	Malaysia	Filed	9	07/31/93		09062-TM5339
UNIX AND DESIGN (CRESTED WAVE)	Malta	Registered	9	02/03/93	01/06/94	09062-TM5336
UNIX AND DESIGN (CRESTED WAVE)	Mexico	Proposed	9			09062-TM5337
UNIX AND DESIGN (CRESTED WAVE)	Moldova	Abandoned				09062-TM5338
UNIX AND DESIGN (CRESTED WAVE)	Monaco	Registered	9	02/12/93	02/12/93	09062-TM5339
UNIX AND DESIGN (CRESTED WAVE)	Morocco	Registered	9	03/22/93	03/22/93	09062-TM5340
UNIX AND DESIGN (CRESTED WAVE)	New Zealand	Filed	9	02/19/93		09062-TM5341
UNIX AND DESIGN (CRESTED WAVE)	Nicaragua	Proposed	9			09062-TM5342
UNIX AND DESIGN (CRESTED WAVE)	Nigeria	Registered	9	05/24/93	06/07/93	09062-TM5343
UNIX AND DESIGN (CRESTED WAVE)	Norway	Published	9,42	03/19/93		09062-TM5344
UNIX AND DESIGN (CRESTED WAVE)	Pakistan	Filed	9	03/30/93		09062-TM5345
UNIX AND DESIGN (CRESTED WAVE)	Panama	Proposed	9			09062-TM5346
UNIX AND DESIGN (CRESTED WAVE)	Paraguay	Filed	9	02/10/93		09062-TM5347

TRADEMARK STATUS REPORT

COUNTRY	STATUS	DATE	FILING DATE	REG. DATE	EXPIRATION DATE
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Registered	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Registered	12,1-15,18,20,24-27	04/10/86	04/10/86	04/10/06
UNITED ARAB EMIRATES (RENEWAL)	France	29,31,32,34			
UNITED ARAB EMIRATES (RENEWAL)	International Office	3,16,17,21,28,30,33	05/21/80	05/21/80	05/21/00
UNITED ARAB EMIRATES (RENEWAL)	International Office	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Italy	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Monaco	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Monaco	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Morocco	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Morocco	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Portugal	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Spain	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Spain	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Switzerland	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Switzerland	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES (RENEWAL)	Tunisia	3,16,17,21,28,30,33	12/24/80	12/24/80	12/24/00
UNITED ARAB EMIRATES (RENEWAL)	Tunisia	3,16,17,21,28,30,33	05/29/81	05/29/81	05/29/01
UNITED ARAB EMIRATES TECHNOLOGIES	France	Registered 8,16,38	10/08/92	10/08/92	10/08/02
UNITED KINGDOM	Germany	Registered 3,16,37,38,42	02/03/93	02/03/93	02/03/03
UNITED KINGDOM (GIBRALTAR)	Germany	Registered 3,16,37,38,42	04/01/93	04/01/93	04/01/03
UNITED KINGDOM	Germany	Registered 3,16,37,38,42	03/31/93	03/31/93	03/31/03
UNITED KINGDOM	Australia	Filed	07/01/94		
UNITED KINGDOM	Bahrain	Filed	09/17/94		

ATTACHMENT D
Page 1 of 2

Seller's Patents and Patent Applications
Affecting the Business

Inventor/Country	Status	Serial/Patent No.	Date
A. Owned by Seller			
1. Wong 1			
USA	Filed	07/814,854	12/30/91
Canada	Mailed		11/12/92
2. Raye 1			
USA	Patented	4,580,218	4/1/86
Italy	Patented	1,205,650	3/23/89
West Germany	Patented	0155284	11/22/90
Great Britain	Patented	0155284	11/22/90
France	Patented	0155284	11/22/90
Japan	Filed	503,182/84	3/5/84
3. Weir 2			
USA		7/574,380	6/30/92
Unintentionally Abandoned To Be Revived			
Canada	Filed	2,018,319-5	6/5/90
Japan	Filed	170,411	6/29/90
Belgium	Filed	90306750.2	6/20/90
France	Filed	90306750.2	6/20/90
Great Britain	Filed	90306750.2	6/20/90
West Germany	Filed	90306750.2	6/20/90
Italy	Filed	90306750.2	6/20/90
Netherlands	Filed	90306750.2	6/20/90
Sweden	Filed	90306750.2	6/20/90
4. Alessi 1-1-1	Abandoned	07/468,435	8/1/91
Alessi 2-2-2	Continuation Under Rule 1.62 of Alessi 1-1-1	07/742,149	1/14/93

ATTACHMENT D
Page 2 of 2

Inventor/Country	Status	Serial/Patent No.	Date
Canada	Filed	2030438-3	11/21/90
Italy	Filed	90313205.8	12/5/90
Sweden	Filed	90313205.8	12/5/90
Spain	Filed	90313205.8	12/5/90
Germany	Filed	90313205.8	12/5/90
Great Britain	Filed	90313205.8	12/5/90
France	Filed	90313205.8	12/5/90
Japan	Filed	16791/91	1/18/91
5. Andrade			
1-1-1			
USA	Filed	07/524,182	3/29/90
Canada	Filed	20388433-9	3/22/91
Japan	Filed	089094	3/29/91
Germany	Filed	91302438.6	3/20/91
Italy	Filed	91302438.6	3/20/91
Great Britain	Filed	91302438.6	3/20/91
France	Filed	91302438.6	3/20/91
6. Doshi-Sahs			
1-1			
USA	Filed	08/280,307	1/26/94
7. R.C. Pike	Patented	4,555-775	11/26/85
One-Half			
Undivided			
Interest with AT&T			

*Note: Seller and AT&T believe the Pike Patent is being infringed by third parties and certain of such parties have alleged that said patent is invalid.

ATTACHMENT E
Page 1 of 3

Selling Copyrights in Product(s) of Business

TITLE OF THIS WORK	REGISTRATION NUMBER
SYSTEM V BINARY COMPATIBILITY SPECIFICATION	TX 2 824 712
UNIX® SYSTEM V BINARY INTERFACE: WE® 32000 Processor Supplement	TX 2 824 713
SYSTEM V APPLICATION BINARY INTERFACE Intel386™ Processor Supplement	TXu 498 197
UNIX® SYSTEM V/386 RELEASE 4: Mouse Driver Administrator's Guide	TXu 455 747
UNIX SYSTEM V/386 RELEASE 4 Network User's and Administrator's Guide	TX 2-963-774
UNIX SYSTEM V/386 RELEASE 4 PC-Interface Administrator's Guide	TX 2-900-957
UNIX SYSTEM V/386 RELEASE 4 Programmer's Guide: SCSI Driver Interface	TX 2 902 863
UNIX SYSTEM V APPLICATION BINARY INTERFACE Motorola 88000 Processor Supplement	TX 2 902 556
UNIX SYSTEM V/386 RELEASE 4 MULTIBUS® Reference Manual	TX 2 902 542
UNIX® SYSTEM V RELEASE 4: Product Overview and Master Index	TX 2 902 862
UNIX® SYSTEM V RELEASE 4 PROGRAMMER's GUIDE: XWIN™ Graphical Windowing System The X Toolkit	TX 2 902 861
UNIX® SYSTEM V RELEASE 4 Programmer's Guide: XWIN™ Graphical Windowing System Xlib-C Language Interface	TX 2-900-958
UNIX® SYSTEM V RELEASE 4 Programmer's Guide: XWIN™ Graphical Windowing System Addenda: Technical Papers	TX 2-9901-148
UNIX SYSTEM V/386 RELEASE 4 Integrated Software Development Guide	TX 2 931 646

ATTACHMENT E
Page 2 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX® SYSTEM V/386 RELEASE 4: Product Overview and Master Index	TX 2 925 901
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: X11/NeWS® Graphical Windowing System NeWS	TX 2-946-827
UNIX® SYSTEM V RELEASE 4 Programmer's Guide: X11/NeWS® Graphical Windowing System tNt Technical Reference Manual	TX 2-900-956
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: X11/NeWS® Graphical Windowing System Server Guide	TX 2 902 864
UNIX®SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: X11/NeWS® Graphical Windowing System XVIEW™	TX 2 907 117
UNIX® SYSTEM SOFTWARE READINGS	TXu 300 346
UNIX® SYSTEM V RELEASE 4 Programmer's Reference Manual Operating System API for Intel Processors	TX 3 218 268
UNIX® SYSTEM V RELEASE 4 User's Reference Manual/System Administer's Reference Manual for Intel Processors Commands m-z	TX 3 221 656
UNIX® SYSTEM V RELEASE 4 Integrated Software Development Guide for Intel Processors	TX 3 221 657
UNIX SYSTEM V RELEASE 4 User's Reference Manual/System Administrator's Reference Manual for Intel Processors Commands, a-1	TX 3 227 639
UNIX® SYSTEM V RELEASE 4 Programmers Guide: Streams for Intel Processors	TX 3 218 286

ATTACHMENT E
Page 3 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX® SYSTEM V RELEASE 4 Device Driver Interface/Driver Kernel Interface Reference Manual for Intel Processors	TX 3 232 578
UNIX® SYSTEM V RELEASE 4 Master Index for Motorola Processors	TX 3 221 653
UNIX SYSTEM V RELEASE 4 Device Driver Interface/Driver Kernel Interface Reference Manual for Motorola Processors	TX 3 220 500
UNIX® SYSTEM V RELEASE 4 User's Reference Manual/System Administrator's Reference Manual for Motorola Processors Commands a-1	TX 3 220 331
UNIX® SYSTEM V UTILITIES RELEASE NOTES	TX 2 123 158
UNIX® SYSTEM V STREAMS PROGRAMMERS GUIDE	TX 2 123 157
UNIX® SYSTEM V STREAMS PRIMER	TX 2-120-499
UNIX® SYSTEM V PROGRAMMER'S GUIDE	TX 2-120-502
UNIX SYSTEM V/386 RELEASE 4 MULTIBUS® Installation and Configuration Guide	TX 2 902 541
UNIX SYSTEM V/386 RELEASE 4 Transport Application Interface Guide	TX 2 881 542
UNIX SYSTEM V/386 RELEASE 4 Device Interface/Driver Kernel Interface (DDI/DKI) Reference Manual	TX 2-883-235
UNIX SYSTEM V/386 RELEASE 4 Migration Guide	TX 2-890-470
UNIX SYSTEM V/386 RELEASE 4 System Administrator's Reference Manual	TX 2 881 543
UNIX SYSTEM V/386 RELEASE 4 PROGRAMMER'S REFERENCE MANUAL	TX 2-853-760

ATTACHMENT E
Page 4 of 5

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX SYSTEM V/386 RELEASE 4 User's Reference Manual	TX 2-890-471
UNIX SYSTEM V APPLICATIONS BINARY INTERFACE: SPARC™ Processor Supplement	TX 2 852 662
UNIX SYSTEM V APPLICATION BINARY INTERFACE: Motorola 68000 Processor Family Supplement	TX 2 870 036
UNIX® SYSTEM V RELEASE 4 User's Reference Manual	TX 2 820 791
UNIX® SYSTEM V RELEASE 4 USER'S GUIDE	TX 2 852 010
UNIX® SYSTEM V RELEASE 4 ANSI C TRANSITION GUIDE	TX 2 820 798
UNIX SYSTEM V RELEASE 3.2 SYSTEM ADMINISTRATOR'S GUIDE	TX 2 852 [illegible]
UNIX® SYSTEM V RELEASE 4 DEVICE DRIVER INTERFACE/DRIVER KERNEL INTERFACE (DDI/DKI) REFERENCE MANUAL	TX 2 820 792
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE POSIC conformance	TX 2 820 885
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: Streams	TX 2 853 114
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S REFERENCE MANUAL	TX 2 852 009
UNIX® SYSTEM V RELEASE 4 NETWORK USER'S AND ADMINISTRATOR'S GUIDE	TX 2 852 008
UNIX® SYSTEM V RELEASE 4 SYSTEM ADMINISTRATOR'S REFERENCE MANUAL	TX 2 850 989

SD[illegible]DMAIP[illegible]SCL[illegible]5560.01

ATTACHMENT E
Page 5 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: Ansi C and Programming Support Tools	TX 2 820 849
UNIX® SYSTEM V RELEASE 4 PROGRAMMERS GUIDE: System and Application Packaging Tools	TX 2 825 383
UNIX® SYSTEM V RELEASE 4 MIGRATION GUIDE	TX 2 820 886
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: Character User Interface (FMLI and ETI)	TX 2 825 299
UNIX® SYSTEM V RELEASE 4 BSD/XENIX® COMPATIBILITY GUIDE	TX 2-878-051
UNIX® SYSTEM V RELEASE 4 PROGRAMMER'S GUIDE: Networking Interfaces	TX 2 838 313
SYSTEM V APPLICATION BINARY INTERFACE	TX 2 847 222
AT&T UNIX System V/386, Release 3.2 Utilities Release Notes	TX 2 454 845
AT&T UNIX SYSTEM V/386 Release 3.2 Streams Primer	TX 2 454 847
UNIX SYSTEM V/386 Release 3.2 User's Guide	TX 2-488-749
AT&T UNIX SYSTEM V/386: Programmer's Guide, Vol. II	TX 2 454 884
UNIX SYSTEM v/386 Release 3.2 Programmer's Reference Manual	TX 2 494 658
UNIX SYSTEM V/386 Release 3.2 Streams Programmer's Guide	TX 2 497 054
UNIX SYSTEM V/386: Network Programmer's Guide	TX 2 366 625

ATTACHMENT E
Page 6 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX® SYSTEM V/386: Programmer's Reference Manual	TX 2-373 759
UNIX® SYSTEM V/386: User's Guide, 2nd edition	TX 2-365-829
UNIX® SYSTEM V/386: User's Reference Manual	TX 2 365 627
UNIX® SYSTEM V/386: System Administrator's Reference Manual	TX 2-371-952
UNIX® SYSTEM V/386: Streams Programmer's Guide	TX 2-367-657
UNIX® SYSTEM V/386: Programmers' Guide	TX 2-400-593
UNIX® SYSTEM V/386: Streams Primer	TX 2 366 645
UNIX® SYSTEM V/386: System Administrator's Guide	TX 2 378 091
UNIX® SYSTEM V/386: Utilities Release Notes	TX 2 366 532
UNIX® SYSTEM V NETWORK PROGRAMMERS GUIDE	TX 2 117 799
UNIX® SYSTEM V: User's Guide, 2/E	TX 2 052 293
UNIX® SYSTEM V RELEASE 3.2: Framed Access Command Environment (FACE) User's Guide	TX 2 611 527
UNIX® SYSTEM V RELEASE 3.2: Forms and Menu Language Interpreter (FMLI) Programmer's Guide	TX 2 605 294
UNIX® SYSTEM V RELEASE 3.2: Utilities Release Notes	TX 2-611-984
UNIX® SYSTEM V RELEASE 3.2: Programmer's Guide, Volume II	TX 2 595 940
UNIX® SYSTEM V RELEASE 3.2: System Administrator's Reference Manual	TX 2-611-360

ATTACHMENT E
Page 7 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX® SYSTEM RELEASE 3.2: User's Guide	TX 2-611-861
UNIX® SYSTEM V RELEASE 3.2: Programmer's Guide, Volume I	TX 2-611-862
UNIX® SYSTEM V BINARY COMPATIBILITY SPECIFICATION:WE® 32000 Processor Supplement	TX 2 824 711
UNIX® SYSTEM V RELEASE 4: OPEN LOOK™ Graphical User Interface Programmer's Reference Manual	TX 2-900-893
UNIX® SYSTEM V RELEASE 4: Programmer's Guide: OPEN LOOK™ Graphical User Interface	TM 2-900-966
UNIX® SYSTEM V RELEASE 4 OPEN LOOK™ GRAPHICAL USER INTERFACE USER'S GUIDE	TX 2-901-147
UNIX® SYSTEM V RELEASE 3.2: System Administrator's Guide	TX 2 611 530
UNIX® SYSTEM V RELEASE 3.2: Streams Programmer's Guide	TX 2 604 382
UNIX® SYSTEM V RELEASE 3.2: Programmer's Reference Manual	TX 2 605 292
UNIX SYSTEM V: Documentor's Workbench, Reference Manual	TX 2 986 119
UNIX SYSTEM V: Documentor's Workbench, User's Guide	TX 2 986 118
UNIX System V/386 Release 3.2 System Administrator's Guide	TX 2 454 792
AT&T UNIX System V/386 Release 3.2 Network Programmer's Guide	TX 2 454 846
THE UNIX™ SYSTEMS USER's GUIDE	TX 1 788 418
UNIX® SYSTEM RELEASE 3.2: Programmer's Guide, Volume I	TX 2-611-862

SDW=ODMA\PCDOCS\SQL29360.R1

-7-

ATTACHMENT E
Page 8 of 8

TITLE OF THIS WORK	REGISTRATION NUMBER
UNIX SYSTEM V/386: Programmer's Guide, Vol. II	TX 2 454 884
UNIX® SYSTEM V RELEASE 4 User's Reference Manual/System Administrator's Reference Manual for Motorola Processors Commands m-z	TX 3 218 267
UNIX® SYSTEM V RELEASE 4 System Files and Devices Reference Manual for Motorola Processors	TX 3 221 654
UNIX® SYSTEM V RELEASE 4 Programmer's Reference Manual: Operating System API for Motorola Processors	TX 3 221 655
Operating System Utility Programs	TXu 301 868
UNIX® Operating System Edition 5 and Instruction Manual	TXu 510 028
UNIX® Operating System Edition 6 and Instruction Manual	TXu 511 236
UNIX® Operating System Edition 32V and Instruction Manual	TXu 516 704
UNIX® Operating System Edition 7 and Instruction Manual	TXu 516 705

SDW=ODMA\PCDOCS\SQL\29560-01

-8-

ATTACHMENT F

CERTAIN THIRD PARTY ROYALTY PAYMENTS

	THIRD PARTY VENDOR	PRODUCTS [OR COMPONENTS OF PRODUCT(S)] ON WHICH ROYALTY IS DUE	ROYALTY BASED ON	Royalties Paid 8/1/94 - 7/31/95
(1)	Microsoft	SVR3/SVR4/UW tgt hw of 386/486 PE, AS	binary units binary units	Over $1.5 Million
(2)	Veritas	Veritas products AS, ODM	source/binary revenue binary units	Over $1.0 Million (< $1.5)
(3)	OSF	Motif product PE, AS, MOTIF KIT, SDK	source/binary units reference binary units binary units	$1M commitment thru 1997 (buy-out)
(4)	Locus	Locus Merge 3.1 PE, AS, ADVMRG, SRVMRG	binary units binary units	Over $1.5 Million

Attachment G

Seller Contracts Containing Business-Related Rights

which are Terminable in the Event of Acquisition

- October 16, 1992 Master Purchase and License Agreement between Seller and Electronic Book Technologies, Inc.
- June 1, 1995 CDE/MOTIF PST Joint Development Agreement among Seller and Digital Equipment Corporation; Hitachi, Ltd.; International Business Machines Corporation; Fujitsu Limited; Open Software Foundation, Inc.; X Consortium, Inc. and Sun Microsystems, Inc.
- May 10, 1994 Trademark Relicensing Agreement between Seller and X/Open Company, Ltd.
- February 28, 1995 Software License Agreement between Seller and Attia Software, Inc.
- February 7, 1987 Development and License Agreement now in effect between Seller and Microsoft Corporation.

NOVELL-SCO-Proprietary (Restricted)
Not for disclosure to third parties

REPRESENTATIONS AND WARRANTIES OF BUYER
DISCLOSURE SCHEDULE

3.3 Capitalization

Series C Agreement between The Santa Cruz Operation, Inc. and Microsoft Corporation.

The Company is in the process of granting Hambrecht & Quist warrants to purchase 50,000 shares of Common Stock at $7.75 per share as partial consideration for services provided to the Company pertaining to the subject transaction.

Also see 3.8 below.

3.7 Litigation

In August 1993, a securities class action lawsuit was filed in Superior Court of San Francisco, California and is now pending in the Superior Court of Santa Clara County, California against the Company, Douglas Michels, Lars Turndal, Dan Steimle, Larry Michels and the Company's underwriters. The lawsuit alleges violations of the Securities Act of 1933, pertaining to alleged misrepresentations and omissions in the Company's Registration Statement and Prospectus in connection with its initial public offering. In May 1994, the case was dismissed. The plaintiffs filed a notice of appeal in June 1994.

In February 1995, Micro-Quick Systems, Inc., a software dealer, commenced legal action against the Company in the California Superior Court in San Bernadino County seeking to recover unspecified damages in excess of $1,000,000. Micro-Quick alleges the Company failed to deliver conforming product and failed to support said product.

In May 1995, an action was filed in the Superior Court of Santa Cruz County, California by a former employee against the Company and two current employees alleging sexual harassment, employment discrimination, breach of contract and related claims.

In August 1995, JSB Computer Systems, Ltd., a software vendor, filed a complaint against the Company in the Superior Court of Santa Cruz County, alleging breach of contract for failure to make appropriate payments under the contract. JSB seeks to recover unspecified damages in excess of $100,000.

The Company does not believe any of these lawsuits individually or in the aggregate will have a material adverse impact on the Company.

3.8 Absence of Certain Changes

The Company has held and continues to hold informal discussions with Microsoft Corporation regarding the purchase by the Company of Microsoft's equity in the Company, in whole or in part. No commitments have been made by either party.

3.10 Tax Returns and Reports

(i) SCO is in compliance with all material filing requirements. Those filing requirements that SCO may not be in compliance with will not have a material adverse effect on the business condition of SCO. Returns in this latter category include an IXI Corporation California return for 9/93, possible Arizona and Tennessee income tax returns, various sales tax returns in the states of Washington, Wisconsin, Tennessee, etc. and business license returns in Washington and Fairfax County, Virginia.

(ii) SCO is in compliance with all employer tax requirements.

(iii) No material tax delinquencies are outstanding against SCO. The items mentioned in (I) above may give rise to delinquencies, but not of a material amount. See (iv) below for waivers of the statute of limitation.

(iv) SCO is undergoing an IRS audit for the fiscal years 9/90 and 9/91 and has extended the statute of limitations for those years to 12/31/95. The IRS auditor has advised that he will also audit 9/92, but this has not been officially confirmed. SCO is undergoing a Texas sales tax audit and nexus queries have been received from Tennessee, Wisconsin and Washington. None of the audits or queries are expected to have a material adverse effect on the business condition of SCO.

(v) None of SCO's assets are treated as "tax-exempt use property" within the meaning of IRC 168(h).

(vi) SCO is not, and has not been, a "US real property holding corporation" within the meaning of IRC 897(c)(2).