

EXHIBIT 60

Brent O. Hatch (5715)
Mark F. James (5295)
HATCH, JAMES & DODGE, PC
10 West Broadway, Suite 400
Salt Lake City, Utah 84101
Telephone: (801) 363-6363
Facsimile: (801) 363-6666

Stephen N. Zack (admitted pro hac vice)
BOIES, SCHILLER & FLEXNER LLP
Bank of America Tower – Suite 2800
100 Southeast Second Street
Miami, Florida 33131
Telephone: (305) 539-8400
Facsimile: (305) 539-1307

Robert Silver (admitted pro hac vice)
Edward Normand (admitted pro hac vice)
BOIES, SCHILLER & FLEXNER LLP
333 Main Street
Armonk, New York 10504
Telephone: (914) 749-8200
Facsimile: (914) 749-8300

Stuart Singer (admitted pro hac vice)
BOIES, SCHILLER & FLEXNER LLP
401 East Las Olas Blvd.
Suite 1200
Fort Lauderdale, FL 33301
Telephone: (954) 356-0011
Facsimile: (954) 356-0022

Devan V. Padmanabhan (admitted pro hac vice)
DORSEY & WHITNEY LLP
50 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

Attorneys for Plaintiff, The SCO Group, Inc.

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

THE SCO GROUP, INC.,
a Delaware corporation,

Plaintiff/Counterclaim-Defendant,

vs.

NOVELL, INC.,
a Delaware corporation,

Defendant/Counterclaim-Plaintiff.

**SCO'S RESPONSES TO NOVELL, INC's
INTERROGATORY NO. 15**

Civil No.: 2:04CV00139

Judge Dale A. Kimball
Magistrate Brooke C. Wells

INTERROGATORY NO. 15:

Identify all facts, bases, and evidence in support of SCO's claims for damages in its Second Amended Complaint, including but not limited to identification of the amount, the corresponding Claim for Relief for which SCO is claiming said amount, the factual justification for such amount (including how Novell caused such damage), all documents that SCO contends support the bases for its damages claims, and all persons with knowledge of the related facts.

SCO RESPONSE:

SCO responds to this Interrogatory subject to the General Objections set forth in SCO's Responses and Objections to Novell's Second And Third Sets of Interrogatories (December 26, 2008). SCO specifically objects to this request to the extent the information sought is properly the subject of expert testimony and as reflected in the email exchanges between counsel for the parties. In particular, the specific amount of the damages at issue falls within the purview of expert testimony, SCO is not obligated to segregate the specific amount of damages attributable to each Claim for Relief, and SCO's experts may rely on additional documents and material to inform their analyses, in addition to those documents identified in response to the Interrogatory; and the identification of all persons with knowledge of the relevant facts is also subject to the foregoing objection. SCO reserves the right to supplement this response consistent with the completion of expert reports, and SCO makes this response based on Novell's agreement that SCO's initial response to the interrogatory does not constitute a waiver or bar to SCO's expert theories or calculation of damages, and does not constitute a waiver of any privilege as to that work. Without waiving the foregoing objections, SCO provides the following response:

1. On January 22, 2003, faced with the dramatic negative effects of Linux on its business, SCO announced the creation of a new division, SCO Source, to protect its intellectual property and expand the licensing of its UNIX code to include use in connection with Linux. SCO also announced at this time the retention of Boies, Schiller & Flexner LLP to help research and advise SCO on the company's intellectual property. SCO's business strategy was to sell SCOSource licenses, which ultimately took two forms: (1) a UnixWare source code license to developers, and (2) a right to use license (RTU License) for commercial end-users of Linux. Both licenses contained a covenant not to sue, which provided that the licensee would not be exposed to liability for the use of SCO's intellectual property in Linux. SCO's announcement attracted significant attention and was covered by The Wall Street Journal, as well as numerous other publications. The initial phase of the program, announced in January, was designed to focus on the licensing of SCO libraries for use with Linux.

2. This market was familiar territory for SCO. Before 2000, when Linux began to be hardened for commercial use (through means SCO also contests), SCO's UNIX business division (then owned by SCO's predecessor in interest, Santa Cruz) dominated the Unix-on-Intel market with approximately an eighty percent market share. The breadth and strength of SCO's channel and partners in this market was widely recognized. With the rise of Linux, that dominance precipitously eroded, and SCO's market share and revenues suffered. The SCOSource program positioned SCO to revive its business by capitalizing on its deep intellectual property rights and historically strong position in this market, by selling licenses to companies who were now running Linux.

3. In further effort to protect its intellectual property rights, on March 7, 2003, SCO filed a legal action against IBM for (among other causes of action) tortious interference, unfair competition and breach of contract. SCO explained that IBM had tried “to improperly destroy the economic value of UNIX, particularly UNIX on Intel, to benefit IBM’s new Linux services business.”¹ SCO claimed that IBM disclosed protected Unix and Unix-derived and modified code and methods and concepts to Linux in violation of IBM’s software licensing agreements with SCO. In announcing the litigation, SCO president and CEO Darl McBride stated, “SCO is in the enviable position of owning the UNIX operating system It is clear from our stand point that we have an extremely compelling case against IBM.”²

4. During these early months of the SCOSource program, SCO signed significant licensing agreements with Sun Microsystems and Microsoft, which included a covenant not to sue, UnixWare rights, and incidental rights to the older UNIX System V source code. The Sun deal was executed on February 25, 2003.³ The Microsoft deal was announced by SCO on May 19, 2003, as evidence of Microsoft’s commitment to ensuring “intellectual property compliance across all Microsoft solutions.”⁴ These two agreements ultimately resulted in over \$25 million in revenue to the SCOSource division.⁵

5. On May 12, 2003, SCO sent a mass mailing to “Fortune 1000” Linux users explaining that “Linux infringes on our UNIX intellectual property and other rights.”⁶ The

¹ March 7, 2003 SCO Press Release, SCON0077885-86.

² Id.

³ Sun/SCO Software License Agreement, SCO1287208-1287221.

⁴ SCO1300026-46; May 19, 2003 SCO Press Release, (Exhibit 8 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell).

⁵ Over the course of several quarters, Sun paid a total of approximately \$10 million and Microsoft paid \$16.75 million.

⁶ SCON0024112-113.

letters presented an opportunity for the end user to immunize itself from liability for this infringement, and reminded Linux users that "Linux distributors do not warrant the legal integrity of the Linux code provided to customers. Therefore legal liability that may arise from the Linux development process may also rest with the end user."⁷ These letters were the precursor to SCO's expansion of its SCOSource licensing program. SCO had been contacted by potential customers around the world inquiring as to how they could get in compliance with SCO's claims and avoid any potential problems. The expanded SCOSource program was created in part in response to these requests and questions.

6. On May 28, 2003, SCO issued a significant press release regarding its quarterly earnings. The press release, entitled "The SCO Group Reports Record Quarterly Net Income," announced:

For the first six months of fiscal 2003, the Company reported net income of \$3.8 million, or \$0.29 per diluted share, on revenue of \$34.9 million, compared to a net loss of \$17.6 million, or \$1.23 per diluted share, on revenue of \$33.4 million for the comparable six-month period of fiscal 2002. The Company's current fiscal year ends October 31, 2003.

"During the quarter ended April 30, 2003, the first two licensing agreements related to our SCOSource initiative, our division for licensing and protecting the Company's UNIX[®] intellectual property, provided the Company with \$8.8 million in cash and added \$6.1 million to gross margin. There are over 6,000 source code licensees of our UNIX operating system, and we believe the SCOSource initiative will continue to gain momentum as we pursue enforcement of the Company's intellectual property rights," said Darl McBride, president and CEO.

McBride continued, "These positive quarterly financial results, including net income for the first time in the Company's history, have strengthened our balance sheet and financial position. Our increased cash balance and working capital has positioned the Company for its launch of SCOx, our web services strategy, and will provide us with other opportunities to drive growth in future quarters."

⁷ Id.

“We expect that revenue for our third quarter, ending July 31, 2003, will be in the range of \$19 million to \$21 million. These projections anticipate revenue contributions of approximately two-thirds from our operating system platforms and one-third from our SCOSource initiative,” said McBride.

7. On May 28, 2003, just two weeks after SCO made its major SCOSource marketing push, and on the same day as SCO’s record earnings release, Novell publicly slandered for the first time SCO’s ownership rights to the UNIX copyrights – an essential component of SCO’s business, as it had been since 1995. Novell issued a public letter claiming that Novell, not SCO, owned the copyrights to the UNIX code. Novell stated:

Importantly, and contrary to SCO’s assertions, SCO is not the owner of the UNIX copyrights. Not only would a quick check of the U.S. Copyright Office records reveal this fact, but a review of the asset transfer agreement between Novell and SCO confirms it. To Novell’s knowledge, the 1995 agreement governing SCO’s purchase of UNIX from Novell does not convey to SCO the associated copyrights. We believe it unlikely that SCO can demonstrate that it has any ownership interest whatsoever in these copyrights.⁸

This statement shattered the market’s perception of SCO’s ownership of the UNIX copyrights – which had not been questioned since the business was acquired in 1995.

8. Before making this harmful announcement, Novell engaged in little diligence to confirm its position. Jack Messman, Novell’s CEO at the time, admits that he did not read the 1995 Asset Purchase Agreement before making the announcement, did not speak to anyone who had been involved in the agreement about its intent, and never instructed anyone to do so.⁹ Other Novell executives confirmed the lack of diligence in this regard.¹⁰ Furthermore, Mr. Messman conceded that by the time of Novell’s announcement, he had seen an unsigned copy of Amendment No. 2 to the APA, a contractual document between Santa Cruz and Novell which

⁸ May 28, 2003 letter from Jack Messman to Darl McBride, SCON0024115-17 (emphasis added).

⁹ February 7, 2007 Deposition of Jack Messman in SCO v. Novell.

¹⁰ Depositions of Chris Stone (February 6, 2007), Joseph LaSala (February 8, 2007), and Greg Jones (January 26, 2007) in SCO v. Novell.

confirms and clarifies that SCO owns the UNIX copyrights as both parties intended in the APA and Novell had in its files a signed copy of Amendment 2 (which Novell later discovered).

9. Novell intentionally timed this announcement to coincide with SCO's earnings release with the willful intent to undermine SCO's stock and injure SCO. SCO publicly announced its upcoming earnings release on May 22, 2003.¹¹ Novell's intent is clear from the timing of its announcement, and is further confirmed by Maureen O'Gara, a journalist who covers the industry and spoke to Chris Stone, a senior Novell executive, on the day before Novell's announcement.¹² Blake Stowell, a SCO employee, testified that Ms. O'Gara relayed this conversation to him shortly after it transpired.¹³ Mr. Messman admitted that, in publicizing its announcement, Novell was "trying to make the market aware of our side of the story," and that Novell wanted its "position out as broadly as possible."¹⁴

10. Novell's announcement had its intended effect: SCO's stock price, which should have increased following SCO's positive earnings release, instead plummeted in the wake of Novell's announcement. This precipitous decline in SCO's stock reflects the market's approximation of the substantial losses Novell's announcement caused SCO. SCO's stock continued to suffer from Novell's later statements, discussed below.

11. In the week that followed Novell's statement, SCO directed Novell's attention to Amendment No. 2. In response to this document, Novell issued a press release stating that Amendment No. 2 "appears to support SCO's claim that ownership of certain copyrights for

¹¹ SCO May 22, 2003 Press Release at <http://ir.sco.com/releasedetail.cfm?ReleaseID=109747>.

¹² March 23, 2007 Deposition of Maureen O'Gara in SCO v. Novell.

¹³ January 24, 2007 Deposition of Blake Stowell in SCO v. Novell.

¹⁴ February 7, 2007 Deposition of Jack Messman in SCO v. Novell.

UNIX did transfer to SCO in 1996.”¹⁵ In a letter to SCO on the same day, however, Novell continued to characterize SCO’s accusations against Novell as “absurd and unfounded.”¹⁶

12. Within weeks of its retraction, Novell reasserted its claim to copyright ownership.

On June 26, 2003, Novell notified SCO that:

Upon closer scrutiny . . . Amendment No. 2 raises as many questions about copyright transfers as it answers. Indeed, what is most certainly *not* the case is that “any question of whether UNIX copyrights were transferred to SCO as part of the Asset Purchase Agreement was clarified in Amendment No. 2” (as SCO stated in its June 6 press release).¹⁷

This letter precluded SCO from reassuring its prospective customers that Novell no longer asserted ownership over SCO’s copyrights.

13. On July 21, 2003, SCO announced that it had received U.S. copyright registrations for UNIX System V source code.¹⁸ SCO also indicated that it would offer licenses to support run-time, binary use of Linux for all commercial users of Linux based on kernel version 2.4.x and later.¹⁹

14. In another letter to SCO, Novell responded to the announcement of SCO’s copyright registration by repeating its claim of copyright ownership, stating “SCO’s claim to ownership of any copyrights in UNIX technologies must be rejected, and ownership of such rights instead remains with Novell.”²⁰

15. On August 5, 2003, SCO formally announced the availability of the SCO Intellectual Property License for Linux and that SCO would be meeting with commercial Linux

¹⁵ June 6, 2003 Novell Press Release, SCON0024123.

¹⁶ June 6, 2003 Letter from Joseph LaSala, Jr. to Darl McBride, SCON0024122.

¹⁷ June 26, 2003 letter from Joseph LaSala, Jr. to Darl McBride, SCON0024148 (emphasis in original).

¹⁸ July 21, 2003 SCO Press Release (Exhibit 12 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell).

¹⁹ Id.

²⁰ August 4, 2003 letter from Joseph LaSala, Jr. SCON0024152.

users to present the details of this “right to use” license. The run-time license permits the use of SCO’s intellectual property in binary form as contained in Linux.²¹ Shortly thereafter, in mid-August, a Fortune 100 company requested from SCO and purchased a SCOSource right to use license.²²

16. In October 2003, Novell filed for and received UNIX copyright registrations. In this process, Novell declared under oath to the U.S. Copyright Office “that it retains all or substantially all of the ownership of the copyrights in UNIX, including the U.S. Copyright Registration referenced above.”²³

17. On November 4, 2003, Novell publicly announced its agreement to acquire SuSE Linux, which was supported by a \$50 million investment by IBM, and emphasized that this acquisition “affirm[s] Novell’s commitment to promoting the open source model and developer community,”²⁴ and “will be an important step in Novell’s efforts to accelerate enterprise adoption of Linux.”²⁵ This substantial investment from IBM was purportedly secured by Novell after a single call to a single IBM executive, and Novell sought financing from no other sources.²⁶

18. Still trying to rebut Novell’s claims, protect its intellectual property rights, and sell its SCOSource licenses, on December 19, 2003, SCO sent a second mass mailing to commercial Linux users expressing the commercial benefit of the SCOSource licensing program.

²¹ August 5, 2003 SCO Press Release (Exhibit 13 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell).

²² SCON0048531-38.

²³ NOV000043025-49.

²⁴ November 4, 2003 Novell Press Release, SCOR0000509-11.

²⁵ Id.

²⁶ April 14, 2006 Deposition of Jack Messman in SCO v. IBM at 244:19-247:1.

The letters again advised that “use of the Linux operating system in a commercial setting violates our rights under the United States Copyright Act.”²⁷ SCO indicated that “No one may use our copyrighted code except as authorized by us . . . Once you have reviewed our position, we will be happy to further discuss your options and work with you to remedy this problem.”²⁸

19. Novell responded to SCO’s ongoing sales efforts on December 22, 2003, by publicly reasserting its claim of ownership of the UNIX copyrights, publicizing that it had also applied for and received UNIX copyright registrations, and publishing its correspondence with SCO on the issue, purported to show that “SCO has been well aware that Novell continues to assert ownership of the UNIX copyrights.”²⁹

20. On January 13, 2004, Novell added a new twist to its copyright ownership claims by announcing that it would be offering a new indemnification program for qualifying Novell Linux enterprise customers. According to Novell, this new indemnification would provide “a measure of protection against potential copyright infringement claims.”³⁰ Novell also reiterated that its copyright registrations confirmed that it retained ownership of UNIX copyrights.³¹

21. On March 16, 2004, Novell’s Vice President Chris Stone further expanded Novell’s position to an audience of potential SCOsource customers when he addressed SCO in his keynote speech at the Open Source Business Conference, saying “You didn’t invent Linux.

²⁷ SCO1690946-48.

²⁸ Id.

²⁹ December 22, 2003 Novell Press Release at http://www.novell.com/news/press/novell_statement_on_unix_copyright_registrations.

³⁰ January 13, 2004 Novell Press Release, NOV000030412-15.

³¹ Id.

Or intellectual property law. We still own UNIX.”³² This plainly inaccurate statement was also widely reported in the IT press.

22. Novell’s actions altered SCO negatively on multiple levels. Novell’s announcements were intentionally and repeatedly timed to coincide with significant events in the SCOsource business and substantially impeded SCO’s ability to make sales in that business. While SCO was able to sell a limited number of SCOsource licenses,³³ SCOsource license sales would have been markedly higher but for Novell’s actions. The amount of sales lost by SCO as a result of Novell’s actions ranges from many tens of millions of dollars to over a hundred million dollars. This amount is the subject of ongoing expert analysis, and will be set forth, along with the bases for the calculation, in the scheduled expert report and discovery process.

23. The significant damage to SCO from Novell’s actions is reflected in the swift reaction of the market and the substantial decline in SCO’s stock price – particularly in light of the fact that SCO’s earning announcement on May 28 should have increased SCO’s market cap. In addition, internal and external forecasts also reflect that SCOsource sales would have been higher but for Novell’s actions. Furthermore, prospective customers frequently identified the cloud over SCO’s title to UNIX copyrights – created by Novell – as a reason not to purchase a SCOsource license. Finally, the popularity of Linux in this time period – with literally multiple millions of server deployments that SCO contends infringe its copyrights – and the demand for indemnification among those users, further indicate that SCO’s ability to sell SCOsource licenses would have been much higher if its ownership right in the UNIX copyrights had not been called into question by Novell.

³² Deposition Exhibit No. 1010, Chris Stone Deposition in SCO v Novell, February 6, 2006.

³³ SCON0023450

24. SCO also suffered a backlash from Novell's actions in other aspects of its business. As discussed, SCO's stock was severely and negatively affected by Novell's announcement – jeopardizing SCO's viability and its ability to secure financing. In addition, SCO's existing UNIX customers expressed their concerns over Novell's claims, and SCO suffered further losses in that business. These losses are also the subject of ongoing expert analysis.

25. In addition to Novell's wrongful statements regarding SCO's ownership of the UNIX copyrights, Novell took further steps in this time period to undermine SCO's business interests and advance its own competing interests in its fledgling Linux business. Novell falsely claimed that it could direct SCO to waive its right to terminate IBM's SVRX licenses, and wrongly endorsed IBM's interpretation of the software licensing agreements. Novell first asserted its purported waiver right in a letter to SCO on June 9, 2003. Novell reiterated the same alleged rights in a June 12, 2003, letter. On October 7, 2003, Novell wrote a letter to SCO endorsing IBM's interpretation of its UNIX licensing agreements and again reiterating its purported waiver rights. In February 2004, Novell made similar assertions as to SCO's claims against Sequent, owned by IBM, and made further arguments purporting to support IBM's interpretation of the software licensing agreements governing that relationship.

26. During this same time period, Novell was engaging in communications and favorable business deals with IBM. As early as late 2002 or early 2003, Novell began laying plans with IBM to injure SCO in its litigation with IBM, in order to secure IBM's support for Novell's Linux initiatives. Novell CEO Jack Messman admitted that he had "multiple" conversations with IBM between January and May 2003. In a January 23, 2003, breakfast meeting between SCO CEO Darl McBride and IBM executive Karen Smith, Ms. Smith informed

Mr. McBride that IBM had “looked into” SCO’s copyright acquisition and concluded that SCO had not acquired the copyrights – implying that IBM had sought such assurances from Novell.³⁴ The companies also met in Chicago with other major Linux players to discuss Novell’s Linux initiatives and SCO’s claims.³⁵ In September or October 2003, as noted, Novell approached IBM about an investment to facilitate Novell’s acquisition of SuSE.³⁶ In a single phone call to an IBM executive, Novell secured a \$50 million investment from IBM, seeking funding from no other sources. Tellingly, IBM and Novell have blocked any discovery of the communications between their lawyers by asserting a joint interest agreement.

27. Novell’s false claims regarding SCO’s rights and litigation with IBM benefited Novell’s Linux business and facilitated its competition against SCO’s UNIX business. These actions earned Novell the support of IBM – a valuable and highly sought-after Linux partner – as well as the goodwill of the Linux community. Indeed, on August 15, 2004, it was reported that, “in the span of less than a year, Novell has transformed itself from a sleepy, perhaps even marginalized software vendor to a Linux leader, a direct competitor to Linux principal Red Hat, and perhaps even a worthy combatant against old foe Microsoft.”³⁷ Because discovery related to SuSE, Novell’s Linux distribution, was stayed, the full extent of Novell’s benefit from its wrongful actions is not yet known, but will be determined when the stay on those aspects of SCO’s claims is lifted.

28. In addition to the damages described above, SCO is entitled to punitive damages by virtue of Novell’s malicious and willful conduct, as set forth above.

³⁴ Declaration of Darl McBride dated November 10, 2006, SCON0031081-90.

³⁵ SCON0061211.

³⁶ January 26, 2006 Deposition of Scott Handy in SCO v IBM at 63:18-23.

³⁷ SCON0061211 at 2.

29. Finally, SCO incorporates by reference the substantial evidence refuting the positions taken by Novell, as set forth above, which further demonstrates Novell's lack of diligence and lack of foundation for Novell's assertions.

30. In addition to the information provided above, and without waiving any of the foregoing objections, SCO identifies the following depositions, declarations, and documents supporting SCO's damages claims,³⁸ and witnesses with knowledge regarding SCO's damage:

Depositions and Declarations Supporting SCO's Damages Claims:

1. Darl McBride Declaration dated November 10, 2006, at SCON0031081-SCON0031090
2. Jack Messman Deposition in SCO v. IBM dated April 14, 2006, at SCON0030364-SCON0030466, SCON0050553- SCON0050763
3. Karen Smith Deposition in SCO v. IBM dated January 24, 2006, at SCON0030131-SCON0030220, SCON0046830- SCON0046946
4. Scott Handy Deposition in SCO v. IBM dated January 26, 2006, at SCON0035493- SCON0035544, SCON0047080-SCON0047168
5. Erik Hughes Deposition in SCO v. IBM dated March 2, 2006, at SCON0037561-SCON0037643, SCON0050321- SCON0050469
6. Ryan Tibbitts Deposition in SCO v. IBM dated December 16, 2005, at SCON0038800-SCON0038845, SCON0044310- SCON0044356
7. Phillip Langer Deposition in SCO v. IBM dated November 5, 2004, at SCON0067012- SCON0067073, SCON0075939- SCON0076058
8. Larry Gasparro Deposition in SCO v. IBM dated October 6, 2004 at SCON0038158- SCON0038275, SCON0039606- SCON0040003
9. Greg Pettit Deposition in SCO v. IBM dated October 7, 2004 at SCON0037644-SCON0037703, SCON0040004- SCON0040016
10. Darl McBride Deposition in SCO v. IBM dated December 2, 2005, at SCON0020454- SCON0020549, SCON0044109- SCON0044119

³⁸ Depositions listed include all exhibits.

11. Jeff Hunsaker Deposition in SCO v. Novell dated March 30, 2007
12. Blake Stowell Deposition in SCO v. Novell dated January 24, 2007
13. Darl McBride Deposition in SCO v. Novell dated March 27, 2007
14. Chris Sontag Deposition in SCO v. Novell dated March 14, 2007
15. Maureen O'Gara Deposition in SCO v. Novell dated March 23, 2007
16. Jack Messman Deposition in SCO v. Novell dated February 7, 2007
17. Chris Stone Deposition in SCO v. Novell dated February 6, 2007
18. Joseph LaSala Deposition in SCO v. Novell dated February 8, 2007
19. Greg Jones Deposition in SCO v. Novell dated January 26, 2007
20. Robert Frankenberg Deposition in SCO v. Novell dated February 10, 2007
21. Kim Madsen Deposition in SCO v. Novell dated February 13, 2007
22. Doug Michels Deposition in SCO v. Novell dated March 28, 2007
23. Jim Wilt Deposition in SCO v. Novell dated January 26, 2007
24. Ty Mattingly Deposition in SCO v. Novell dated January 19, 2007

Witnesses Believed to Have Knowledge Related to SCO's Damages:

1. Darl McBride, SCO
2. Ryan Tibbitts, SCO
3. Chris Sontag, SCO
4. Jay Petersen, SCO
5. Mike Davidson, SCO
6. Bill Broderick, SCO
7. Lawrence Gasparro, SCO
8. Gregory Pettit, SCO

9. Philip Langer, SCO
10. Bob Bench, SCO
11. Michael Olson, SCO
12. Jeff Hunsaker, SCO
13. Erik Hughes, SCO
14. Blake Stowell, SCO
15. Craig Bushman, SCO
16. Kit Schafer, SCO
17. Sean Wilson, SCO
18. Reg Broughton, SCO
19. Hans Bayer, SCO
20. Gregory Blepp, SCO
21. Mark Heise, SCO Attorney
22. Kevin McBride, SCO Attorney
23. Jack Messman, Novell
24. Joseph LaSala, Novell
25. Christopher Stone, Novell
26. Greg Jones, Novell
27. Maureen O'Gara, Journalist
28. Pamela Jones, Creator of Groklaw
29. Alan Raymand, SCO
30. Richard Perkins, SCO
31. Paul Huford, SCO

32. Andy Nagle, SCO
33. Janet Sullivan, SCO
34. John Maciaszek, SCO
35. James Stallings, IBM
36. Karen Smith, IBM

Documents Supporting SCO's Damages Claims:

1. SCO January 22, 2003 Press Release (Exhibit 6 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell)
2. SCO March 7, 2003 Press Release, SCON0077885-86
3. SCO May 19, 2003 Press Release (Exhibit 8 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell)
4. SCO May 22, 2003 Press Release at <http://ir.sco.com/releasedetail.cfm?ReleaseID=109747>
5. SCO May 28, 2003 Press Release, SCON0055196-98
6. SCO July 21, 2003 Press Release (Exhibit 12 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell)
7. SCO August 5, 2003 Press Release (Exhibit 13 to January 24, 2007 Blake Stowell Deposition in SCO v. Novell)
8. December 19, 2003 SCO letter to Fortune 1000 companies, SCO1690946-48
9. May 28, 2003 letter from Jack Messman to Darl McBride, SCON0024115-17
10. SCON0041020-38
11. SCON48531-38
12. SCON0054944-55381
13. SCON0061295
14. SCON003843-3994

15. *SCO Hires Lawyer to Probe Linux Rights*, The Wall Street Journal, January 22, 2003
16. SCO1287208-221
17. SCO1300026-46
18. SCON0024112-13
19. SCO1671431-35
20. SCO1305286-88
21. The website, <http://www.novell.com/licensing/indemnity/legal.html>, and all correspondence available therein
22. SCON0024152
23. Novell June 6, 2003 Press Release, SCON0024123
24. Novell November 4, 2003 Press Release regarding SuSE, SCOR0000509-11
25. Novell December 22, 2003 Press Release at http://www.novell.com/news/press/novell_statement_on_unix_copyright_registrations
26. Novell January 13, 2004 Press Release regarding Novell indemnification program, NOV000030412-15
27. June 6, 2003 Letter from Joseph LaSala, Jr. to Darl McBride, SCON0024122
28. June 26, 2003 letter from Joseph LaSala, Jr. to Darl McBride, SCON0024148
29. August 4, 2003 letter from Joseph LaSala, Jr. SCON0024152
30. Deposition Exhibit No. 1010, Chris Stone Deposition in SCO v Novell, February 6, 2006
31. SCON0061211-17
32. SCO1461376-87
33. SCON0023450
34. NOV000043025-49

35. SCO1185893-990
36. SCO1186000-17
37. SCO1451873-75
38. SCO1186018-22
39. SCO1185881
40. Deposition Exhibit No. 1028 to Jack Messman Deposition in SCO v Novell,
February 7, 2007
41. SCO1596796
42. SCO1764839
43. SCO1527988
44. SCO1783981
45. SCO1783980
46. SCO1784474
47. SCO1448009
48. SCON0014012-17
49. SCO1786913-33
50. SCO1750290
51. SCO0048406-22 at SCON0048419
52. SCO164695-709
53. SCO1690946-48
54. SCO1528514-759
55. SCO1462649-56
56. SCON0048531-38
57. SCO1448557

- 58. SCO1528402-513
- 59. SCO1528370-401
- 60. SCO164911-25
- 61. SCON1269622-23

DATED this 6th day of April, 2007.

HATCH, JAMES & DODGE, P.C.
Brent O. Hatch
Mark F. James

BOIES, SCHILLER & FLEXNER LLP
Robert Silver
Stuart H. Singer
Stephen N. Zack
Edward Normand

DORSEY & WHITNEY LLP
Devan V. Padmanabhan

Counsel for The SCO Group, Inc.

By: Sarah Ann Bruner /s

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the foregoing SCO's Responses To Novell, Inc's Interrogatory No. 15, was served on this 6th day of April, 2007, via e-mail by agreement of the parties, and U.S. Mail to the following:

Kenneth W. Brakebill (kbrakebill@mofo.com)
David Melaugh (dmelaugh@mofo.com)
MORRISON & FOERSTER
425 Market Street
San Francisco, CA 94105-2482

Thomas R. Karrenberg
John P. Mullen
Heather M. Sneddon
ANDERSON & KARREBERG
700 Bank One Tower
50 West Broadway
Salt Lake City, UT 84101


