

EXHIBIT A

Retention Agreement

This Agreement, entered this ___ day of ___, 2009, between Global IP Law Group, LLC ("Global IP") and The SCO Group, Inc. ("you" or "the Company") concerns the scope of representation of you in connection with the monetization of certain intellectual property identified on Appendix A owned by you or a company you control, without limitation by means of the licensing, sale, transfer, assignment, or any other means of realizing value of part or all of such property.

Scope of Representation. Global IP undertakes to represent you solely in connection with the matter described in this Agreement. In the event that you request us to represent you in additional matters, or request to expand the scope of our representation in this matter, such additional representation will be subject to an additional written agreement. Our representation will conclude at the time we have rendered our final bill for services on the matter described in this Agreement, whether the bill is for hourly fees or a contingency fee.

Definitions

"Case Costs" means costs for which Global IP may directly advance payment or have payment advanced on your behalf but which are expected to be reimbursed by you and be your responsibility; they include: government filing fees, transcript costs, certain photocopying and binding costs, travel expenses, fees and expenses for experts and/or consultants, and the like incurred in connection with Global IP's representation of you.

(This definition of "Case Costs" does not include any of the following: patent prosecution and maintenance costs (including governmental filing fees and legal fees), corporate organizational costs, and all other costs associated with your business or patent portfolio. The direct payment of these forgoing costs shall remain your exclusive responsibility.)

"Consideration" means any and all forms of value, including without limitation, any damages, cash and/or cash equivalents, share of stock or other ownership interest in a company, real estate, and personal property, and/or any combination of the forgoing. Consideration also may include punitive, "exceptional" or treble damages, expenses and attorneys fees (including attorney's fees calculated using a method other than contingency fees) awarded by a court.

"Corporate Transaction" includes any contract, agreement or other transaction that results in any of the following: (1) the sale of all or substantially all of the Company's assets; (2) the acquisition by one or more entities of at least a controlling interest of the Company; (3) the acquisition by one or more entities of all or substantially all of the Company's stock; (4) the merger of the Company with one or more entities; or (5) the sale of all or substantially all of the Company's patent portfolio.

"Patents" means the United States issued patents and pending patent applications listed on Appendix A, and any continuations, continuations in parts, extensions, divisionals, and foreign counterparts.

Ownership of Patents. You represent and warrant that you are the sole owner and assignee of title of the Patents, and that no other party is has the right to grant licenses under the Patents.

Rejection of Hourly Fees. In this matter, Global IP has presented you with the option of paying Global IP's normal hourly rates, which are currently \$500 per hour for partner time (and adjusted from time to time as appropriate). Global IP has further explained that a decision by you not to pay hourly rates but instead to pay a Contingent Legal Fee may result in fees that are substantially higher than the fees that would be otherwise be incurred on an hourly basis.

Relationship with Other Clients. Global IP has an international practice concentrating in the selling, licensing and litigating patents, and we sometimes represent clients that are competitors, customers, suppliers, or have commercial or legal interests that are adverse to one another. It is possible that during the time we are representing you, another client of Global IP may engage us to monetize patents that you may be interested in purchasing or that we may wish discuss your interest in licensing, just as we may want to approach other Global IP clients about the patents you have asked us to monetize.

In engaging Global IP, you agree that we are not precluded from representing a client adverse to you in matters unrelated to this engagement, whether in a business transaction or otherwise, and you waive any objection to such representation based on conflicts. Notwithstanding the previous sentence, Global IP agrees that we will not file an appearance in litigation, even in an unrelated matter, against you so long as you are a client of Global IP, unless you specifically waive your right to object to such representation in a separate written agreement.

Representation, Contingent Legal Fee, Termination, and Payments Surviving Termination. There may be multiple ways you may receive value related to legal representation and multiple ways such value may be realized by you. The Contingent Legal Fee rate described below shall be applied to all forms of value you received related to Global IP's representation of you.

Patent Monetization. Global IP will undertake efforts to monetize the Patents (through, for example, licensing, assignment, transfer or sale) without litigation. In the event Global IP initiates its effort to monetize one or more of the Patents by contacting potential licensees, purchasers, assignees, or transferees of interest of one or more of the Patents, and you receive Consideration through monetizing value from one or more of the Patents and/or through any Corporate Transaction, Global IP shall be entitled to a Contingent Legal Fee equal to twenty percent (20%) of all such Consideration. Global IP will not contact potential licensees, purchasers, assignees or transferees without your approval prior to initiating such contact.

In the event you terminate Global IP's representation of you in writing after Global IP has initiated its effort to monetize one or more of the Patents, Global IP shall remain entitled to a Contingent Legal Fee equal to twenty percent (20%) of all Consideration you receive through monetizing value from one or more of the Patents and/or through any Corporate Transaction *provided that* such Consideration is directly or indirectly received from a party that Global IP has contacted on your behalf and the Consideration is received by you within a period of two (2) years following the date Global IP last was in contact with the party who causes you to receive Consideration. Your obligation to pay this Contingent Legal Fee survives termination of this Agreement.

No Litigation. This Agreement does not anticipate, nor does it cover, Global IP representing you in any litigation related to the Patents. In the event that litigation is initiated by or against you related to the Patents, any representation of you in the litigation by Global IP will require a separate agreement. Global IP has explained that declaratory judgment jurisdiction may be present as a result of these efforts, and that recent Federal Circuit case law has made it easier for a party to establish declaratory judgment jurisdiction such that it may not be possible to avoid litigation if a party we contact decides to initiate litigation. Nothing in this Agreement requires Global IP to initiate or defend Litigation on your behalf.

Global IP reserves the right to terminate representation of you at any time, subject to the payment of the Contingent Legal Fees and any other compensation or recovery to which Global IP is entitled.

Termination by either party must be communicated by letter to the other party sent via certified, registered, or a form of overnight mail such as UPS, FedEx, or DHL and shall be effective when received.

Case Costs. In connection with our representation of you on this matter, Global IP has agreed to advance Case Costs incurred on your behalf in Global IP's representation of you in this matter. Compensation for advancement of the Case Costs, shall be reimbursed to the Global IP as part of, and not in addition to the Contingent Legal Fee described above (for clarity, the advancement of Case Costs will not result in an increase in the Contingent Legal Fees or any additional costs to you). You acknowledge and agree that Global IP shall have sole discretion in deciding what costs shall be advanced and/or incurred. Neither Global IP nor any of its Members shall be responsible for any costs directly incurred by you, and shall not be responsible for any costs for which Global IP has not given prior express written approval to advance and/or incur.

Timing and Manner of Payment of Contingent Legal Fees. Global IP's Contingent Legal Fee shall be calculated using the amount of Consideration you receive from the monetization of any of the Patents and/or any Corporate Transaction times the appropriate percentages stated above.

The Contingent Legal Fee shall be paid in cash *except where* the Consideration you receive is not cash and such Consideration cannot be converted to cash within one hundred eighty (180) business days, in which case the Contingent Legal Fee shall be a divisible portion of the type of Consideration you receive. (For example, if the Consideration takes the form of shares of stock in a company, you or the entity issuing the stock shall assign the appropriate percentage of stock to Global IP as the Contingent Legal Fee.)

The Contingent Legal Fee shall be paid to Global IP within five (5) business days of the day Consideration is received (or the converted cash as provided in the above paragraph). If the Consideration is paid in more than one installment (for example staged payments or running royalties), the Contingent Legal Fee shall likewise be paid in similar installments. If the Consideration is paid in more than one installment to you, the Contingent Legal Fee shall be paid in similar installments. Global IP shall be entitled to direct that Consideration payable to you be paid directly to the Global IP Law Group LLC IOLTA Account (client trust account) for subsequent distribution to you and Global IP.

Evaluation by Independent Counsel. Global IP encourages you to have this Agreement reviewed by independent counsel of your choice and receive advice on the terms of this Agreement from independent counsel.

Term

This Agreement shall remain in effect until December 31, 2009.

Agreed:

The SCO Group, Inc.

Global IP Law Group, LLC

By: _____

By: _____

Date: _____

Date: _____