STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

THE SCO GROUP, INC., a Delaware corporation, Plaintiff, vs. DAIMLERCHRYSLER CORPORATION, a Delaware corporation, Defendant.	**COMPLAINT AND JURY DEMAND** Case No. 04 04-056587-CK JUDGE RAE LEE CHABOT SCO GROUP INC V DAIMLERCHRYS

JOEL H. SERLIN (P20224)
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THERE IS NO OTHER PENDING OR RESOLVED CIVIL ACTION ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THE COMPLAIINT.

NOW COMES Plaintiff, The SCO Group, Inc. ("SCO") by and through its attorneys, Seyburn, Kahn, Ginn, Bess & Serlin, P.C., and Boies, Schiller & Flexner LLP, and for its Complaint against Defendant DaimlerChrysler Corporation ("DC") alleges as follows:

Introduction

1. SCO is the exclusive licensor of software licenses for the UNIX operating system. These software licenses are agreements that restrict the permitted use of the UNIX operating system. To help insure compliance with the restrictions on such permitted

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use, the licenses include a monitoring and reporting mechanism designed to detect (and thus deter) violations of those agreed limits. Specifically, the licenses require licensees to certify their compliance with those restrictions. Like all provisions in the license, these reporting and monitoring provisions exist only because they have been agreed to by the licensee.

2. SCO has requested that DC provide the contractually required certification that DC is complying with the terms of its UNIX technology license. SCO has thus asked DC to certify--as contractually it must-- that its use of UNIX technology is within the agreed parameters of permitted use established by the license.

3. DC agreed to and accepted the terms of its UNIX license. DC has received very substantial benefits as a result of entering that license and DC has never challenged the validity of that license.

4. Nevertheless, DC has refused to provide the contractually required certification of compliance that SCO requested. DC has in fact refused even to respond to SCO's request. It would be irrational and contrary to DC's self-interest for DC to violate the license's certification requirement's in this way unless DC was also violating the license's limits on permitted use of UNIX technology, precluding DC from certifying compliance.

5. By refusing to provide the certification that the license requires as a means of enabling SCO to monitor compliance with, and thus protect, the rights that DC agreed to respect, DC has compelled SCO to institute this litigation to secure a judicial remedy.

Parties, Jurisdiction and Venue

6. Plaintiff SCO is a Delaware corporation with its principal place of business in the County of Utah, State of Utah.

7. Defendant DC is a Delaware corporation with its principal place of business in the County of Oakland, State of Michigan.

8. This Court has subject matter jurisdiction over SCO's Complaint because the amount in controversy exceeds the sum of Twenty-Five Thousand ($25,000.00) Dollars and/or is otherwise within the equitable jurisdiction of this Court.

9. Venue is properly situated in Oakland County, Michigan because DC has a place of business in Oakland County.

Background Facts

10. UNIX is a computer software operating system. Operating systems serve as the link between computer hardware and the various software programs (known as applications) that run on the computer. Operating systems allow multiple software programs to run at the same time and generally function as a "traffic control" system for the different software programs that run on a computer.

11. In the business-computing environment for the Fortune 1000 and other large corporations (often called the "enterprise computing market"), UNIX is widely used.

12. The UNIX operating system was originally developed by AT&T Bell Laboratories ("AT&T"). After successful in-house use of the UNIX software, AT&T began to

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license UNIX as a commercial product for use in enterprise applications by other large companies.

13. Over the years, AT&T Technologies, Inc., a wholly owned subsidiary of AT&T, and its related companies, licensed UNIX for widespread enterprise use. Pursuant to a license with AT&T, various companies, including International Business Machines, Hewlett-Packard, Inc., Sun Microsystems, Inc., Silicon Graphics, Inc., and Sequent Computer Systems, became some of the principal United States-based UNIX vendors, among many others.

14. These license agreements place restrictions on the valuable intellectual property developed by AT&T, which allow UNIX to be available for use by others while, at the same time, protecting AT&T's (and its successor's) rights.

15. Through a series of corporate acquisitions, SCO presently owns all right, title and interest in and to UNIX and UnixWare operating system source code, software and sublicensing agreements, together with copyrights, additional licensing rights in and to UNIX and UnixWare, and claims against all parties breaching such agreements.

16. During the past few years a competing, and free, operating system known as Linux has been transformed from a non-commercial operating system into a powerful general enterprise operating system.

17. Linux is a computer software operating system that, in material respects, is a variant or clone of UNIX System V. According to leaders within the Linux community, Linux is not just a "clone," but is intended to displace UNIX System V.

FIRST CAUSE OF ACTION
(Breach of Contract/Declaratory Judgment)

18. Plaintiff incorporates and re-alleges paragraphs 1 - 17 above.

19. SCO is the successor to AT&T under that certain Software Agreement originally executed by and between AT&T and Chrysler Motors Corporation designated as SOFT-01341 (the "DC Software Agreement" or the "Agreement"). The DC Software Agreement specifies the terms and conditions for use of authorized distributions of UNIX System V source code, including modifications and derivative works based thereon, by Defendant. The DC Software Agreement is attached hereto as Exhibit "A."

20. With respect to the scope of rights granted for use of the System V source code under Section 2.01 of the DC Software Agreement, Defendant received the following rights in UNIX:

> [A] personal, *nontransferable* and nonexclusive right to *use* in the United States each Software Product identified in the one or more Supplements hereto, *solely for Licensee's own internal business purposes* and solely on or in conjunction with Designated CPUs for such Software Product. Such right to use includes the right to *modify* such Software Product and to *prepare derivative works based on* such Software Product, provided that any such modification or derivative work that contains any part of a Software Product subject to this Agreement is *treated hereunder the same as such Software Product.* (Emphasis added.)

21. Defendant agreed in §2.06 of the DC Software Agreement to the following restrictions on *use* of the Software Product (including System V source code, derivative works and methods based thereon):

> No right is granted by this Agreement for the use of Software Products directly *for others, or for any use of Software Products by others* . . . .

22. Defendant agreed in §7.09 of the DC Software Agreement to the following restrictions on *transfer* of the Software Product, including resulting modifications or derivative works of UNIX System V:

> [N]othing in this Agreement grants to Licensee the right to sell, lease or otherwise transfer or dispose of a Software Product in whole or in part.

23. Defendant agreed under §7.05(a) of the DC Software Agreement to the following restrictions on *confidentiality* of the Software Product:

> Licensee agrees that it shall hold all parts of the Software Products subject to this Agreement *in confidence* for [SCO]. Licensee further agrees that it *shall not make any disclosure* of any or all of such Software Products (*including methods or concepts utilized therein*) to anyone, except to employees of Licensee to whom such disclosure is necessary to the use for which rights are granted hereunder. Licensee shall appropriately notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such employee.

24. Consistent with these restrictions, in § 2.05, Defendant also agreed to account to SCO on an annual basis regarding its use of System V software licensed pursuant to the Software Agreement. Specifically, § 2.05 provides as follows:

> On [SCO's] request, but not more frequently than annually, Licensee shall furnish to [SCO] a statement, certified by an authorized representative of Licensee, listing the location, type and serial number of all Designated CPUs hereunder and stating that the use by Licensee of Software Products subject to this Agreement has been reviewed and that each such Software Product is being used solely on such Designated CPUs (or temporarily on back-up CPUs) for such Software Products *in full compliance with the provisions of this Agreement.* (Emphasis added.)

25. Section 2.05 of the Software Agreement is designed to insure compliance by DC "with the *provisions* of this Agreement," and to do so by supplying a monitoring mechanism that prevents and deters violations of the Software Agreement.

26. By letter dated December 18, 2003, SCO requested that DC provide the writing required under § 2.05 certifying that DC was "in full compliance with the provisions of [the Software Agreement]." Although DC should have been in a position to produce such a compliance certification on shorter notice, SCO's letter requested that the required certification be provided within 30 days of receipt of that letter. (The SCO December 18, 2003, letter is attached hereto as Exhibit "B").

27. DC has refused to comply with its obligations under § 2.05 of the Software Agreement. Specifically, DC has refused even to respond to SCO's request for the contractually required compliance certification within 30 days, or at any time since. DC has thereby refused to state that it is not now violating its obligations under the Software Agreement, and DC has refused to state that it has not in the past been violating its obligations under the Software Agreement. DC has refused to provide such a certification even though it is also one of DC's express obligations under the Software Agreement to provide such a certification.

28. On information and belief, DC's refusal to certify that it is not violating the DC Software Agreement is also based, in part, on DC's use of UNIX technology, in violation of the DC Software Agreement, in migrating its installed base to the Linux operating system.

29. It would be irrational and contrary to DC's self-interest for it to continue to withhold the requested certification and thereby violate the Software Agreement's reporting

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requirements if DC were not also violating the Software Agreement's non-reporting, core substantive requirements.

Prayer for Relief

Plaintiff respectfully requests that the Court:

Enter an order that DC has violated § 2.05 of the Software Agreement by refusing to provide the certification of compliance with the "provisions" of that Agreement;

Enter an order declaring that DC has not complied with, and instead has violated, the provisions of the Software Agreement with which § 2.05 required DC to certify compliance;

Enter an order permanently enjoining DC from further violations of the DC Software Agreement; and

Issue a mandatory injunction requiring DC to remedy the effects of its past violations of the DC Software Agreement; and

Award damages in an amount to be determined at trial; and

Enter judgment in favor of Plaintiff together with costs, attorneys' fees and any such other or different relief that the Court may deem to be equitable and just.

Jury Demand

SCO demands trial by jury on all issues so triable.

Respectfully submitted,

**SEYBURN, KAHN, GINN,
BESS AND SERLIN, P.C.**

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(914) 749-8200

Dated: March 3, 2004

ExnA

AT&T INFORMATION SYSTEMS INC.
SOFTWARE AGREEMENT

1. AT&T INFORMATION SYSTEMS INC., a Delaware corporation ("AT&T-IS"), having an office at 100 Southgate Parkway, Morristown, New Jersey 07960, and CHRYSLER MOTORS CORPORATION, a Delaware corporation, having an office at 12800 Oakland Avenue, Highland Park, Michigan 48288,

for itself and its SUBSIDIARIES (collectively referred to herein as "LICENSEE") agree that, after execution of this Agreement by LICENSEE and acceptance of this Agreement by AT&T-IS, the terms and conditions set forth on pages 1 through 8 of this Agreement shall apply to use by LICENSEE of SOFTWARE PRODUCTS that become subject to this Agreement.

2. AT&T-IS makes certain SOFTWARE PRODUCTS available under this Agreement. Each such SOFTWARE PRODUCT shall become subject to this Agreement on acceptance by AT&T-IS of a Supplement executed by LICENSEE that identifies such SOFTWARE PRODUCT and lists the DESIGNATED CPUs therefor. The first Supplement for a specific SOFTWARE PRODUCT shall have attached a Schedule for such SOFTWARE PRODUCT. Any additional terms and conditions set forth in such Schedule shall also apply with respect to such SOFTWARE PRODUCT. Initially, Supplement(s) numbered 1---------------- ------------------ are included in and made part of this Agreement.

3. Additional Supplements may be added to this Agreement to add additional SOFTWARE PRODUCTS (and DESIGNATED CPUs therefor) or to add or replace DESIGNATED CPUs for other SOFTWARE PRODUCTS covered by previous Supplements. Each such additional Supplement shall be considered part of this Agreement when executed by LICENSEE, if required, and accepted by AT&T-IS.

4. This Agreement and its Supplements set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date of acceptance hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. No provision appearing on any form originated by LICENSEE shall be applicable unless such provision is expressly accepted in writing by an authorized representative of AT&T-IS.

Accepted by:

CHRYSLER MOTORS CORPORATION   AT&T INFORMATION SYSTEMS INC.

By_____   By_____ SEP 2 1988
  (Signature)   (Date)   (Signature)   (Date)

_____   O. L. WILSON
  (Type or print name)   (Type or print name)

_____   Manager, UNIX® Software Licensing
  (Title)   (Title)

Key #22212 & 22213

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I. DEFINITIONS

1.01 CPU means central processing unit.

1.02 COMPUTER PROGRAM means any instruction or instructions, in source-code or object-code format, for controlling the operation of a CPU.

1.03 DESIGNATED CPU means any CPU listed as such for a specific SOFTWARE PRODUCT in a Supplement to this Agreement.

1.04 SOFTWARE PRODUCT means materials such as COMPUTER PROGRAMS, information used or interpreted by COMPUTER PROGRAMS and documentation relating to the use of COMPUTER PROGRAMS. Materials available from AT&T-IS for a specific SOFTWARE PRODUCT are listed in the Schedule for such SOFTWARE PRODUCT. Certain SOFTWARE PRODUCTS available under this Agreement may contain materials prepared by other developers.

1.05 SUBSIDIARY of a company means a corporation or other legal entity (i) the majority of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) the majority of the equity interest in which is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a SUBSIDIARY of such company only so long as such control or such ownership and control exists.

II. GRANT OF RIGHTS

2.01 AT&T-IS grants to LICENSEE a personal, nontransferable and nonexclusive right to use in the United States each SOFTWARE PRODUCT identified in the one or more Supplements hereto, solely for LICENSEE'S own internal business purposes and solely on or in conjunction with DESIGNATED CPUs for such SOFTWARE PRODUCT. Such right to use includes the right to modify such SOFTWARE PRODUCT and to prepare derivative works based on such SOFTWARE PRODUCT, provided that any such modification or derivative work that contains any part of a SOFTWARE PRODUCT subject to this Agreement is treated hereunder the same as such SOFTWARE PRODUCT. AT&T-IS claims no ownership interest in any portion of such a modification or derivative work that is not part of a SOFTWARE PRODUCT.

2.02 (a) LICENSEE may permit access to SOFTWARE PRODUCTS by its contractors and allow use of SOFTWARE PRODUCTS by its contractors on DESIGNATED CPUs, provided such access and use is exclusively for LICENSEE in connection with work called for in written agreements between LICENSEE and such contractors in accordance with Section 2.02(f) of this Agreement. LICENSEE may designate contractors' CPUs as DESIGNATED CPUs pursuant to Section 2.04 and furnish SOFTWARE PRODUCTS to contractors for use on such CPUs.

(b) Any claim, demand or right of action arising on behalf of a contractor from the furnishing to it or use by it of SOFTWARE PRODUCTS shall be solely against LICENSEE.

(c) Contractors shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of SOFTWARE PRODUCTS as those undertaken by LICENSEE under this Agreement.

(d) When a contractor's work for LICENSEE is completed, all copies of SOFTWARE PRODUCTS furnished to such contractor or made by such contractor and all copies of any modifications or derivative works made by such contractor based on such SOFTWARE PRODUCT shall be returned to LICENSEE or destroyed, including any copies stored in any computer memory or storage medium.

(e) A contractor may not acquire any ownership interest in any modification or derivative work prepared by such contractor based on or using a SOFTWARE PRODUCT subject to this Agreement unless such contractor also becomes a licensee of AT&T-IS for such SOFTWARE PRODUCT.

(f) LICENSEE and any such contractor shall enter into a written agreement before or at the time of permitting access to or allowing use of any SOFTWARE PRODUCT by a contractor or furnishing a SOFTWARE PRODUCT to a contractor. Such written agreement shall be consistent with the requirements of this Section 2.02. Copies of such agreements shall be provided to AT&T-IS on request; however, portions of such agreements not required by this Section may be deleted from such copies.

2.03 A single back-up CPU may be used as a substitute for a DESIGNATED CPU without notice to AT&T-IS during any time when such DESIGNATED CPU is inoperative because it is malfunctioning or undergoing repair, maintenance or other modification.

2.04 LICENSEE may at any time notify AT&T-IS in writing of any changes, such as replacements or additions, that LICENSEE wishes to make to the DESIGNATED CPUs for a specific SOFTWARE PRODUCT. AT&T-IS will prepare additional Supplements as required to cover such changes. Changes covered by a Supplement shall become effective after execution of such Supplement by LICENSEE, if required, acceptance thereof by AT&T-IS and, in the case of each additional CPU, receipt by AT&T-IS of the appropriate fee.

2.05 On AT&T-IS'S request, but not more frequently than annually, LICENSEE shall furnish to AT&T-IS a statement, certified by an authorized representative of LICENSEE, listing the location, type and serial number of all DESIGNATED CPUs hereunder and stating that the use by LICENSEE of SOFTWARE PRODUCTS subject to this Agreement has been reviewed and that each such SOFTWARE PRODUCT is being used solely on DESIGNATED CPUs (or temporarily on back-up CPUs) for such SOFTWARE PRODUCTS in full compliance with the provisions of this Agreement.

2.06 No right is granted by this Agreement for the use of SOFTWARE PRODUCTS directly for others, or for any use of SOFTWARE PRODUCTS by others, except LICENSEE'S contractors pursuant to Section 2.02, unless such uses are permitted for a particular SOFTWARE PRODUCT by a specific provision in the Schedule for such SOFTWARE PRODUCT. For example, use of a SOFTWARE PRODUCT in a time-sharing service or a service-bureau operation is permitted only pursuant to such a specific provision.

III. DELIVERY

3.01 Within a reasonable time after AT&T-IS receives the fee specified in the first Supplement for a SOFTWARE PRODUCT, AT&T-IS will furnish to LICENSEE one (1) copy of such SOFTWARE PRODUCT in the form identified in the Schedule for such SOFTWARE PRODUCT.

3.02 Additional copies of SOFTWARE PRODUCTS covered by this Agreement will be furnished to LICENSEE after receipt by AT&T-IS of the then-current distribution fee for each such copy.

IV. EXPORT

4.01 LICENSEE agrees that it will not, without the prior written consent of AT&T-IS, export, directly or indirectly, SOFTWARE PRODUCTS covered by this Agreement to any country outside of the United States. LICENSEE also agrees that it will obtain any and all necessary export licenses for any such export or for any disclosure of a SOFTWARE PRODUCT to a foreign national.

V. FEES AND TAXES

5.01 Within sixty (60) days after acceptance of this Agreement by AT&T-IS, LICENSEE shall pay to AT&T-IS the fees required by the Supplement(s) initially attached hereto for the DESIGNATED CPUs listed in such Supplement(s).

5.02 Within sixty (60) days after acceptance of each additional Supplement by AT&T-IS, LICENSEE shall pay to AT&T-IS any fee required by such additional Supplement for the DESIGNATED CPUs listed in such additional Supplement.

5.03 Payments to AT&T-IS shall be made in United States dollars to AT&T-IS at the address specified in Section 7.10(a).

5.04 LICENSEE shall pay all taxes, including any sales or use tax (and any related interest or penalty), however designated, imposed as a result of the existence or operation of this Agreement, except any income tax imposed upon AT&T-IS by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). Fees specified in Supplement(s) to this Agreement and in Schedule(s) attached to Supplement(s) do not include taxes. If AT&T-IS is required to collect a tax to be paid by LICENSEE, LICENSEE shall pay such tax to AT&T-IS on demand.

VI. TERM

6.01   This Agreement shall become effective on and as of the date of acceptance by AT&T-IS.

6.02   LICENSEE may terminate its rights under this Agreement by written notice to AT&T-IS certifying that LICENSEE has discontinued use of and returned or destroyed all copies of SOFTWARE PRODUCTS subject to this Agreement.

6.03   If LICENSEE fails to fulfill one or more of its obligations under this Agreement, AT&T-IS may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than two (2) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied; upon such termination LICENSEE shall immediately discontinue use of and return or destroy all copies of SOFTWARE PRODUCTS subject to this Agreement.

6.04   In the event of termination of rights under Sections 6.02 or 6.03, AT&T-IS shall have no obligation to refund any amounts paid to it under this Agreement.

6.05   LICENSEE agrees that when a SUBSIDIARY'S relationship to LICENSEE changes so that it is no longer a SUBSIDIARY of LICENSEE, (i) all rights of such former SUBSIDIARY to use SOFTWARE PRODUCTS subject to this Agreement shall immediately cease, and (ii) such former SUBSIDIARY shall immediately discontinue use of and return to LICENSEE or destroy all copies of SOFTWARE PRODUCTS subject to this Agreement. No fees paid to AT&T-IS for use of SOFTWARE PRODUCTS on DESIGNATED CPUs of such former SUBSIDIARIES shall be refunded; however, LICENSEE may substitute other CPUs for such DESIGNATED CPUs in accordance with Section 2.04.

VII.   MISCELLANEOUS PROVISIONS

7.01   This Agreement shall prevail notwithstanding any conflicting terms or legends which may appear in a SOFTWARE PRODUCT.

7.02 AT&T-IS warrants for a period of ninety (90) days from furnishing a SOFTWARE PRODUCT to LICENSEE that any magnetic medium on which portions of a SOFTWARE PRODUCT are furnished will be free under normal use from defects in materials, workmanship or recording. If such a defect appears within such warranty period LICENSEE may return the defective medium for replacement without charge. Replacement is LICENSEE'S sole remedy with respect to such a defect. AT&T-IS also warrants that it is empowered to grant the rights granted herein. AT&T-IS and other developers make no other representations or warranties, expressly or impliedly. By way of example but not of limitation, AT&T-IS and other developers make no representations or warranties of merchantability or fitness for any particular purpose, or that the use of any SOFTWARE PRODUCT will not infringe any patent, copyright or trademark. AT&T-IS and other developers shall not be held to any liability with respect to any claim by LICENSEE, or a third party on account of, or arising from, the use of any SOFTWARE PRODUCT.

7.03 No right is granted herein to use any identifying mark (such as, but not limited to, trade names, trademarks, trade devices, service marks or symbols, and abbreviations, contractions or simulations thereof) owned by, or used to identify any product or service of, AT&T-IS or a corporate affiliate thereof. LICENSEE agrees that it will not, without the prior written permission of AT&T-IS, (i) use any such identifying mark in advertising, publicity, packaging, labeling or in any other manner to identify any of its products or services or (ii) represent, directly or indirectly, that any product or service of LICENSEE is a product or service of AT&T-IS or such an affiliate or is made in accordance with or utilizes any information or documentation of AT&T-IS or such an affiliate.

7.04 Neither the execution of this Agreement nor anything in it or in any SOFTWARE PRODUCT shall be construed as an obligation upon AT&T-IS or any other developer to furnish any person, including LICENSEE, any assistance of any kind whatsoever, or any information or documentation other than the SOFTWARE PRODUCTS to be furnished by AT&T-IS pursuant to Sections 3.01 and 3.02.

7.05 (a) LICENSEE agrees that it shall hold all parts of the SOFTWARE PRODUCTS subject to this Agreement in confidence for AT&T-IS. LICENSEE further agrees that it shall not make any disclosure of any or all of such SOFTWARE PRODUCTS (including methods or concepts utilized therein) to anyone, except to employees and contractors of LICENSEE to whom such disclosure is necessary to the use for which rights are granted hereunder. LICENSEE shall appropriately notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such employee. If information relating to a SOFTWARE PRODUCT subject to this Agreement at any time becomes available without restriction to the general public by acts not attributable to LICENSEE, its contractors or employees of either, LICENSEE'S obligations under this section shall not apply to such information after such time.

(b) Notwithstanding the provisions of Section 7.05(a), LICENSEE may distribute copies of a SOFTWARE PRODUCT, either in modified or unmodified form, to third parties having licenses of equivalent scope herewith from AT&T-IS (or a corporate affiliate or authorized distributor thereof) for the same SOFTWARE PRODUCT, provided that LICENSEE first verifies the status of the recipient by calling AT&T-IS at 800-828-8649 (or other number specified by AT&T-IS). AT&T-IS will give oral verification of the recipient's status for recipients in the United States and written verification for recipients outside the United States. LICENSEE shall maintain a record of each such distribution and, for each quarterly period (ending on March 31st, June 30th, September 30th and December 31st) during which any such distribution occurs, forward a copy of such record for such period to AT&T-IS at the correspondence address specified in Section 7.10(b) within thirty (30) days of the end of such period. Such record shall include, for each such distribution, the identity of the recipient, the date of verification, the name of the person at AT&T-IS providing verification and the date of distribution. LICENSEE may also obtain materials based on a SOFTWARE PRODUCT subject to this Agreement from such a third party and use such materials pursuant to this Agreement, provided that LICENSEE treats such materials hereunder the same as such SOFTWARE PRODUCT.

7.06 The obligations of LICENSEE, its employees and contractors under Section 7.05(a) shall survive and continue after any termination of rights under this Agreement or cessation of a SUBSIDIARY'S status as a SUBSIDIARY.

7.07 LICENSEE agrees that it will not use SOFTWARE PRODUCTS subject to this Agreement except as authorized herein and that it will not make, have made or permit to be made any copies of such SOFTWARE PRODUCTS except for use on DESIGNATED CPUs for such SOFTWARE PRODUCTS (including backup and archival copies necessary in connection with such use) and for distribution in accordance with Section 7.05(b). Each such copy shall contain any copyright notice, proprietary notice or notice giving credit to another developer, which appears on or in the SOFTWARE PRODUCT being copied. Specific instructions regarding such notices may also appear in the Schedules for certain SOFTWARE PRODUCTS.

7.08 Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by LICENSEE and any purported assignment or transfer shall be null and void.

7.09 Except as provided in Section 7.05(b), nothing in this Agreement grants to LICENSEE the right to sell, lease or otherwise transfer or dispose of a SOFTWARE PRODUCT in whole or in part.

7.10   (a) Payments to AT&T-IS under this Agreement shall be made payable and sent to:

> AT&T INFORMATION SYSTEMS
> P.O. Box 65080
> Charlotte, North Carolina 28265

(b) Correspondence with AT&T-IS relating to this Agreement shall be sent to:

> AT&T INFORMATION SYSTEMS
> UNIX™ Software Licensing
> P.O. Box 25000
> Greensboro, North Carolina 27420

(c) Any statement, notice, request or other communication shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to LICENSEE at its office specified in this Agreement or to AT&T-IS at the appropriate address specified in this Section 7.10. Each party to this Agreement may change an address relating to it by written notice to the other party.

7.11   If LICENSEE is not a corporation, all references to LICENSEE'S SUBSIDIARIES shall be deemed deleted.

7.12   The construction and performance of this Agreement shall be governed by the law of the State of New York.

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0 International Edition**
May 22, 1987

1. Fees

   (a) Right-to-use fees

        (i)   Initial DESIGNATED CPU $65,000

        (ii) Each additional DESIGNATED CPU $20,000

        (iii) Each of third and subsequent DESIGNATED CPUs
              after initial sublicensing fee has been paid $ 2,000

        (iv) Fees listed in item (iii) above do not
              cover distribution of a copy of this SOFTWARE
              PRODUCT

   (b) Distribution fee for each additional copy of this
        SOFTWARE PRODUCT $ 2,000

   (c) Upgrade Fees

        LICENSEES for any prior release or version of
        UNIX System V may upgrade those systems for the
        following fee: $22,000

        Information on upgrade fees from other UNIX
        operating systems is available upon request.

   (d) Right-to-use fees, upgrade fees and the distribution fee are
        subject to change upon ninety (90) days notice.

   (e) Sublicensing fees (applicable only to SUBLICENSED
        PRODUCT under a Sublicensing Agreement)

        (i)   Initial $25,000***

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*UNIX is a registered trademark of AT&T in the USA and other countries.
**Furnished to LICENSEES outside the United States
***Not payable by LICENSEES who have paid Initial Sublicensing Fee for
   another release or version of UNIX System V

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0, International Edition**
May 22, 1987

(ii)   Per Copy Fees (See Notes 1 and 2)

        Base System $ 30
        Kernel Extension   10
        Basic Utilities Extension   20
        Advanced Utilities Extension   60
        Administered System Extension   80
        Software Development Extension   80
        Terminal Interface Extension   30
        -
        Unlimited User System combining the above
          seven components $150
        1-2 User System combining the above seven
          components   50
        -
        Network Services Extension $ 30

(iii) UNIX System V ASSIST Software may be provided with a
       SUBLICENSED PRODUCT at no fee.

(iv)   The extensions are defined in the System V Interface
       Definition, Issue 2, Volumes 1, 2 and 3. Use of any
       portion of an extension in deriving a SUBLICENSED
       PRODUCT will require payment of the full fee for that
       extension except as listed below:

   -   Routines from files in usr/src/lib whose pathnames
       end in .o or .a may be included in object-code format
       in customer developed applications software without
       payment of a sublicensing fee to AT&T.

   -   Routines in directories usr/src/head may be used to
       interface to routines in usr/src/lib whose pathnames
       end in .o or .a or files in usr/lib whose pathnames
       end in .a without payment of a sublicensing fee to
       AT&T.

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0, International Edition**
May 22, 1987

(v) Sublicensing fees are subject to change on
ninety (90) days' notice. However, if the per-copy
fees are increased, a licensee may continue to pay the
per-copy fees in effect at the beginning of
such licensee's then-current period (initial period or
additional one-year period) until the end of such
period.

Notes:

1. A 1-2 user system is defined as having input/output ports for
(a) not more than two (2) login terminals (including the
system console, if any) or (b) a login terminal and a network
connection.

2. "User" means a login terminal for entry of information and
display or printing of information, such terminal being
serviced on a time-sharing basis by an end-user CPU running a
SUBLICENSED PRODUCT based on UNIX System V, Release 3.0 or
UNIX System V, Release 3.0, International Edition. An
end-user must not be given the ability to increase the number
of users supported by a SUBLICENSED PRODUCT for a 1-2 user
system.

2. Documentation Furnished

(a) Printed Documentation

AT&T 3B2 Computer UNIX System V Release 3.0 -
- Documentation Roadmap
- Product Overview
- Release Notes
- Systems Administrator's Guide
- Systems Administrator's Reference Manual

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0, International Edition**
May 22, 1987

2. Documentation Furnished (Cont'd)

    AT&T UNIX System V Release 3.0 -
                - Programmer's Guide
                - Programmer's Reference Manual
                - STREAMS Programmer's Guide
                - STREAMS Primer
                - Network Programmer's Guide
                - User's Guide
                - User's Reference Manual

    UNIX System V ASSIST Software
                - User's Guide
                  Development Tools Guide
                  Release Notes

                 Computer Remote File Sharing Utilities Release 1.0
                 elease Notes
                 Computer Networking Support Utilities Release 1.0
                 elease Notes

                 rogramming Language Utilities Issue 4 Release Notes.

                 anced Programming Utilities Release Notes.

                 X System V Release 3.0   Source Code Provision
                 e Notes
                  Porting Rules   :
                 √ Interface Definition, Issue 2
                 rogrammer's Handbook
                 nputer Systems Documentation Catalog
                 nputer Software Catalog. UNIX System V

                 s marked with a pound sign (#) may NOT be reproduced,
                 be purchased from AT&T.

                 s noted in Section b, LICENSEE may reproduce no more
                  copies of the printed documentation per DESIGNATED
                 ditional copies may be reproduced only upon execution
                 lement for UNIX System V, Release 3.0 and UNIX
                 , Release 3.0 International Edition - Documentation
                 ion and payment of the appropriate fees.

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0, International Edition**
May 22, 1987

NOTE: The printed documentation listed is general
in nature and not intended to completely describe
the COMPUTER PROGRAMS listed in Section 3; nor are
all COMPUTER PROGRAMS described in such
documentation necessarily included in the SOFTWARE
PRODUCT.

3. COMPUTER PROGRAMS Furnished

The COMPUTER PROGRAMS listed in this section will be supplied on
nine track, 1600 BPI magnetic tape or data cartridge.

(a) The usr/src directory and subdirectory file system in cpio
format. Includes the following subdirectories and their
associated lower level subdirectories and files:

cmd   lib
head   scripts
                uts

(b) Source code for the graphics software.
Includes the graphics make file (graf.mk) and the following
directories and their associated files and subdirectories:

include
src

Note: The "crypt" command, scripts, library function and associated
documentation are not included in UNIX System V, Release 3.0,
International Edition.

4. Sublicensing (under a Sublicensing Agreement)

(a) A SUBLICENSED PRODUCT based on UNIX System V, Release 3.0 or
UNIX System V, Release 3.0, International Edition, may
include:

(i) COMPUTER PROGRAMS in object-code format. All COMPUTER
PROGRAMS may be treated as object-code except for files
and subdirectories under directory usr/src.

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and
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May 22, 1987

The following text and data files and directories may
be treated as object code:

usr/src/cmd/spell/american   usr/src/cmd/spell/list
usr/src/cmd/spell/british   usr/src/cmd/spell/local
usr/src/cmd/spell/extra   usr/src/cmd/spell/stop

(ii) The following documents are proprietary to AT&T and may
NOT be distributed with a SUBLICENSED PRODUCT:

AT&T UNIX System V, Release 3.0 - Source Code Provision
Release Notes
System V Porting Rules

(iii) Except as noted in Section 2(b), not more than two
copies of the permitted printed documentation may be
reproduced and distributed with each copy of a
SUBLICENSED PRODUCT containing the BASE system without
execution of a Supplement for UNIX System V, Release
3.0 and UNIX System V, Release 3.0 International
Edition - Documentation Reproduction and payment of the
appropriate fees.

(iv) Documents which may not be reproduced may be purchased
from AT&T and distributed with a SUBLICENSED PRODUCT
based on UNIX System V, Release 3.0.

(b) A SUBLICENSED PRODUCT must conform to the following
requirements:

(i) If a SUBLICENSED PRODUCT contains any portion of the
BASE System, such portion must conform to the System V
Interface Definition, Issue 2, Volumes 1, 2 and 3
("SVID2").

(ii) After June 30, 1988, if LICENSEE offers a SUBLICENSED
PRODUCT containing a portion of the BASE System such
SUBLICENSED PRODUCT must conform to the entire BASE
system as defined in SVID2.

(iii) If a SUBLICENSED PRODUCT contains any portion of the
NETWORK SERVICES EXTENSION, such portion must conform
to the SVID2 and must be designed to run with BASE
Systems that conform to the SVID2.

Schedule for
UNIX* System V, Release 3.0
and
UNIX System V, Release 3.0, International Edition**
May 22, 1987

. . .

(iv)   After June 30, 1988, if LICENSEE offers a SUBLICENSED
       PRODUCT containing a portion of the NETWORK SERVICES
       EXTENSION such LICENSEE must also offer either a single
       SUBLICENSED PRODUCT containing the entire functionality
       of the NETWORK SERVICES EXTENSION or multiple
       SUBLICENSED PRODUCTS which when combined contain the
       entire functionality of the NETWORK SERVICES EXTENSION.
       Such SUBLICENSED PRODUCTS(S) must conform to the SVID2
       and must be designed to run with BASE systems that
       conform to the SVID2.

(v)   A SUBLICENSED PRODUCT containing any portion of any
       extension outlined in Section 1(e)(11), except the
       SOFTWARE DEVELOPMENT EXTENSION, must be designed to run
       with BASE Systems that conform to the SVID2.

(vi)   A SUBLICENSED PRODUCT containing any portion of UNIX
       System V ASSIST Software must be designed to run with
       BASE Systems that conform to the SVID2.

(c) A SUBLICENSED PRODUCT does not need to conform to the SVID2 if
     it is being used on a CPU for porting and development
     activities related to such SUBLICENSED PRODUCT.

5. Other Software

    The products listed below may be used in the United States on
    DESIGNATED CPUs for UNIX System V, Release 3.0 as if they were that
    product. The products may also be used outside the United States
    on DESIGNATED CPUs for UNIX System V, Release 3.0, International
    Edition as if they were that product. Only those products marked
    with an "@" may be shipped outside the United States by AT&T.

     All prior releases and versions of UNIX System V
     @All prior releases and versions of UNIX System V,
        International Versions
     UNIX System III
     UNIX 32V Time-Sharing System, Version 1.0
     UNIX Time-Sharing System, Seventh Edition
     UNIX Time-Sharing System, Sixth Edition
     UNIX Programmer's Workbench System, Edition 1.0
     UNIX Mini Time-Sharing System, Version 6

6. Time Sharing

    UNIX System V, Release 3.0 or UNIX System V, Release 3.0,
    International Edition, may be used on a DESIGNATED CPU for such
    SOFTWARE PRODUCT to furnish a time-sharing service to third
    parties. A SUBLICENSED PRODUCT based on UNIX System V, Release 3.0
    or UNIX System V, Release 3.0, International Edition, may also be
    used to furnish a time-sharing service to third parties.

Exh B

December 18, 2003

CHIEF EXECUTIVE OFFICER
CHRYSLER MOTORS CORPORATION
12800 OAKLAND AVENUE
HIGHLAND PARK, MI 48288
USA

Re: AT&T / SCO License No. SOFT-01341

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Yours truly,

THE SCO GROUP, INC.

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