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*Counsel for The SCO Group, Inc.*

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

<p>THE SCO GROUP, INC., by and through the Chapter 11 Trustee in Bankruptcy, Edward N. Cahn,</p> <p>Plaintiff/Counterclaim-Defendant,</p> <p>vs.</p> <p>INTERNATIONAL BUSINESS MACHINES CORPORATION,</p> <p>Defendant/Counterclaim-Plaintiff.</p>	<p><b>[PROPOSED] JUDGMENT DISMISSING SCO'S CLAIMS MOOTED BY THE FINAL JUDGMENT IN <i>SCO V. NOVELL</i></b></p> <p>Civil No.: 2:03-CV-00294-DN</p> <p>Honorable David Nuffer</p>
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Whereas plaintiff/counterclaim-defendant, The SCO Group, Inc. (“SCO”) brought a related action in this District Court, entitled *SCO Group, Inc. v. Novell, Inc.*, Case No. 2:04-CV-129; and whereas, after the trial of that matter, Chief Judge Ted Stewart entered a final judgment ruling that Novell (1) owns the copyrights to pre-1996 UNIX source code, and (2) has the right to waive SCO’s contract claims for breach of the licensing agreements pursuant to which IBM and others licensed pre-1996 UNIX source code (the “*Novell* judgment”); and whereas SCO agrees that the *Novell* judgment forecloses certain of its claims in this case as identified below,

**THEREFORE** it is hereby **ORDERED, ADJUDGED, AND DECREED** that the following claims set forth in SCO’s Second Amended Complaint are dismissed with prejudice as mooted by the *Novell* judgment:

Breach of IBM Software Agreement (Count I)

Breach of IBM Sublicensing Agreement (Count II)

Breach of Sequent Software Agreement (Count III)

Breach of Sequent Sublicensing Agreement (Count IV)

Copyright Infringement (Count V)

Copyright Infringement (see Docket No. 398 at 4-5)

Interference with the 1995 Asset Purchase Agreement at Issue in *Novell* (Count VIII)

In addition, it is hereby **ORDERED, ADJUDGED, AND DECREED** that SCO’s Unfair Competition claim (Count VI) is dismissed with prejudice as mooted by the *Novell* judgment insofar as that claim is based on the allegations that Novell does not own the copyrights to pre-

1996 UNIX source code and does not have the right to waive breaches of the licensing agreements pursuant to which IBM and others licensed pre-1996 UNIX source code.

As the *Novell* judgment has no bearing on the following SCO claims, they remain ripe for adjudication by the Court: SCO's Unfair Competition claim (Count VI) concerning the Project Monterey joint venture, SCO's Interference with Contract claim (Count VII), and SCO's claim for Interference with Business Relationships (Count IX).

Each Party to bear its own fees and costs with regard to the dismissed claims.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

BY THE COURT

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David Nuffer  
United States District Court Judge