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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

THE SCO GROUP, INC.)	
a Delaware corporation,)	
Plaintiff,)	PLAINTIFF'S RESPONSES TO
vs.)	DEFENDANT'S FIRST SET OF
)	INTERROGATORIES AND FIRST
)	REQUEST FOR THE PRODUCTION OF
)	DOCUMENTS
INTERNATIONAL BUSINESS)	Case No. 2:03cv0294DAK
MACHINES CORPORATION, a)	
New York corporation,)	
Defendant.)	Honorable Dale A. Kimball
)	

Pursuant to Rules 33 and 34 of the Federal Rules of Civil Procedure, and the Local Rules for the United States District Court for the District of Utah, Plaintiff, THE SCO GROUP, INC. ("SCO"), hereby responds and objects to Defendant, INTERNATIONAL BUSINESS

MACHINES CORPORATION'S ("IBM") First Set of Interrogatories and First Request for the Production of Documents as follows:

GENERAL OBJECTIONS

1. SCO objects to Defendant's definitions, instructions, interrogatories and document requests to the extent that they seek to impose a burden or obligations beyond the scope permitted or authorized by the Federal Rules of Civil Procedure.

2. SCO objects to Defendant's definitions, instructions, interrogatories and document requests to the extent that the information sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive, as provided by the Federal Rules of Civil Procedure.

3. SCO objects to Defendant's definitions, instructions, interrogatories and document requests to the extent that the information sought is protected from disclosure by the work product doctrine, the attorney-client privilege, or any other privilege, doctrine, exemption or immunity, on the ground that such information is not properly discoverable under the Federal Rules of Civil Procedure. Inadvertent disclosure or production of any privileged or protected documents or information shall not constitute a waiver of any privilege, work product protection, or immunity, or any other ground for objecting to discovery of the documents or information. Pursuant to an agreement between the parties, SCO reserves the right to demand and obtain the return of any privileged documents it may produce, and all copies thereof. If the production of any document is deemed to be a waiver of any right or privilege, the waiver shall be a limited waiver pertaining to that document only.

4. SCO objects to Defendant's definitions, instructions, interrogatories and document requests to the extent that they purport to require searches of files and the production of documents in the possession, custody, or control of third parties.

5. SCO objects to Defendant's interrogatories and document requests to the extent they are vague, ambiguous, overly broad, unduly burdensome, seek irrelevant information or are not calculated to lead to the discovery of admissible evidence.

6. SCO objects to Defendant's interrogatories and document requests as overly broad and unduly burdensome to the extent that they fail to contain any time limitations. Responses and documents will only be produced for copying commencing from January 1, 1985.

7. SCO objects to Definition No. 7 of "Disputed Material" because it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence and it fails to provide for the preservation of the confidentiality of the trade secrets and the confidential and proprietary information. Subject to and without waiving those objections, upon IBM's execution of an appropriate confidentiality agreement, SCO will make responsive documents for relevant time periods available for copying, to the extent any such documents relate to software product, know-how, concept, idea, methodology, standard, specification, programming technique, code, architecture or schematic in which SCO is alleged to have rights and that are the subject of those certain Software and Sublicensing Agreements that are Exhibits to the Amended Complaint (the "Protected Material").

8. SCO objects to Definition No. 8 of the term "document" in part because it renders many of the interrogatories and requests for production overly broad, unduly burdensome, outside the scope of the Federal Rules of Civil Procedure, and in some instances seeks information protected by the work product doctrine, the attorney-client privilege and other privileges in that it

“includes electronic mail, electronic correspondence, or electronic peer-to-peer messages (“e-mail”) and any attachments and files created and maintained in electronic form in the normal course of business.” It is unduly burdensome to require review of all electronic data of all individuals at the company on every possible subject matter listed in the Interrogatories and Request for Production.

9. SCO objects to Definition No. 16 of the term “Plaintiff” because it renders many of the interrogatories and requests for production overly broad, unduly burdensome, outside the scope of the Federal Rules of Civil Procedure, and in some instances would seek information protected by the work product doctrine, the attorney-client privilege and other privileges, in that it includes “...authorized agents...consultants, attorneys, sales representatives, distributors, dealers, direct and indirect contractors...and/or all other persons acting on behalf of SCO”, which would require SCO to answer for other persons and/or entities not a party to this action, and who are not in SCO’s employ or under its control. Subject to and without waiving these objections, SCO will make responsive documents for relevant time periods available for copying to the extent they are in SCO’s possession and control and include SCO, its directors, officers and employees.

10. SCO objects to the production of trade secrets or confidential or proprietary information unless and until a confidentiality order is entered to provide for the preservation of the confidentiality of the trade secrets and the confidential and proprietary information. Subject to and without waiving the foregoing objections, upon IBM’s execution of an appropriate confidentiality agreement and a corresponding order, Plaintiff will make responsive documents for relevant time periods available for copying or inspection at a mutually convenient date and time.

11. Each of the foregoing general objections is incorporated by reference into each of the responses set forth below, which responses SCO makes without waiver of these general objections.

**SPECIFIC OBJECTIONS AND RESPONSES TO
INTERROGATORIES AND REQUEST FOR PRODUCTION**

INTERROGATORIES

INTERROGATORY NO. 1:

Please identify, with specificity (by product, file and line of code, where appropriate) all of the alleged trade secrets and any confidential or proprietary information that plaintiff alleges or contends IBM misappropriated or misused, including but not limited to as alleged in ¶ 105 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order. The trade secrets include without limitation UNIX software design methods for creation and modification of software based on UNIX System V. These UNIX methods include ways to modify IBM's version of UNIX known as AIX and Sequent's version of UNIX known as Dynix/ptx. The UNIX methods include those inherent in and learned through access to the System V source code licensed to IBM and/or Sequent and those developed by IBM and/or Sequent in creating derivative works and

modification based on UNIX System V pursuant to licensing agreement with SCO's predecessors and SCO and those that IBM and/or Sequent agreed to maintain in confidence for SCO's predecessors and SCO. Without limitation, the methods include technical UNIX categories, such as multi-processor locking and unlocking methods, methods for avoiding locking requirements, methods for implementing filing systems, de-bugging methods, methods for implementing and improving processor scalability, methods for implementing and improving processor reliability, methods for implementing and improving processor accessibility, methods for implementing and improving scheduling systems, methods for implementing and improving memory management, methods for implementing and improving threading and multi-threading, and methods for implementing and improving general system functionality based on UNIX technology.

INTERROGATORY NO. 2:

For each alleged trade secret of any confidential or proprietary information identified in response to interrogatory No. 1, please identify: (a) all persons who have or have had rights to the alleged trade secret or confidential or proprietary information; (b) the nature and source of the rights; and (c) all efforts by any person to maintain the secrecy or confidentiality of the alleged trade secrets and any confidential or proprietary information.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. In addition, SCO objects to this question as overly broad in that once SCO or its predecessors licensed the Protected Material to companies, the identity of persons within those companies who

were bound by the confidentiality provisions is not known to SCO nor are the individual efforts of each of those companies and its personnel to maintain the secrecy and confidentiality of the Protected Material as they were obligated to do. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order, including but not limited to the license agreements between SCO (and its predecessors) and third parties concerning the Protected Material.

INTERROGATORY NO. 3:

For each alleged trade secret and any confidential or proprietary information identified in response to Interrogatory No. 1, please identify all persons to whom the alleged trade secret or confidential or proprietary information is known or has been disclosed and describe, in detail, the circumstances under which it became known or was disclosed, including but not limited to: (a) the date on which the alleged trade secret or confidential or proprietary information was disclosed or became known to such persons; (b) the specific terms on which the information was disclosed or became known, such as pursuant to a confidentiality agreement; (c) all documents or agreements relating to the disclosure; and (d) all places or locations where the alleged trade secret or confidential or proprietary information may be found or accessed.

RESPONSE:

For questions 3(a)-(c) in addition to the foregoing general objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. In addition, SCO objects to this question as overly broad in that once SCO or

its predecessors licensed the Protected Material to companies, the identity of persons within those companies who were bound by the confidentiality provisions is not known to SCO nor are the individual efforts of each of those companies and its personnel to maintain the secrecy and confidentiality of the Protected Material as they were obligated to do. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order, including but not limited to the license agreements between SCO (and its predecessors) and third parties concerning the Protected Material. For interrogatory 3(d), SCO's investigation is continuing but, at this time, SCO's Protected Material has been found in Linux Kernel 2.4.x and 2.5.x., as well as on various licensees' flavors of UNIX.

INTERROGATORY NO. 4:

For each alleged trade secret and any confidential or proprietary information identified in response to Interrogatory No.1, please describe, in detail, each instance in which plaintiff alleges or contends that IBM misappropriated or misused the alleged trade secret or confidential or proprietary information, including but not limited to: (a) the date of the alleged misuse or misappropriation; (b) all persons involved in any way in the alleged misuse or misappropriation; (c) the specific manner in which IBM is alleged to have engaged in misuse or misappropriation; and (d) with respect to any code or method plaintiff alleges or contends that IBM misappropriated or misused, the location of each portion of such code or method in any product, such as AIX, in Linux, in open source, or in the public domain.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM and/or Linus Torvalds and/or the Open Source Development Laboratory ("OSDL"). Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order. In addition, and subject to and without waving any objections, IBM has misappropriated, misused, transferred and otherwise directly and indirectly communicated the trade secrets identified in Interrogatory No. 1 above to Linus Torvalds, the OSDL, other Linux and open source developers, Linux distributors and Linux end users.

INTERROGATORY NO. 5:

For each alleged trade secret and any confidential or proprietary information identified in response to Interrogatory No.1, please identify: (a) all agreements relating to the alleged trade secret or confidential or proprietary information including but not limited to the parties to and the terms of the agreements; and (b) all copyrights and patents relating to the alleged trade secret or confidential or proprietary information including but not limited to the owners, licensors, licensees, assignors or assignees of those copyrights or patents.

RESPONSE:

Subject to and without waiving the General Objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

INTERROGATORY NO. 6:

For each line of source or object code and each method identified in response to Interrogatory No. 1, please identify: (a) the origin of the code or method, including when, where and by whom the code or method was created; and (b) all products in which, in whole or in part, the code or method is included or on which, in whole or in part, the code or method is based.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM, such as the modifications and derivative works created by IBM that were to be treated as the original Software Product as that term is defined in the Software Agreement or Sublicensing Agreement. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

INTERROGATORY NO. 7:

Please describe, in detail, each instance in which plaintiff alleges that IBM engaged in unfair competition, including but not limited to: (a) the dates on which IBM allegedly engaged in any unfair competition; (b) all persons involved in the alleged unfair competition; and (c) the specific manner in which IBM is alleged to have engaged in unfair competition including but not limited to as alleged in ¶ 118 of the Complaint.

RESPONSE:

In addition to the foregoing general objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order. These acts include improper use of the Software Products and modifications and derivative works of the Software Products in a manner exceeding the scope of the license. Such acts include, but are not limited to, contributions of the modifications and derivative works to Linus Torvalds and/or others in the open source community.

INTERROGATORY NO. 8.:

Please identify all agreements with which plaintiff alleges IBM interfered and describe, in detail, each instance in which plaintiff alleges or contends that IBM interfered with those agreements, including but not limited to: (a) the date of the alleged interference; (b) all persons involved in the alleged interference; (c) the specific manner in which IBM is alleged to have interfered with the agreement; (d) the specific actions, if any, that IBM induced or encouraged plaintiff's customers or licensees to take; (e) the specific action, if any, that plaintiff's customer or licensee took as a result of the actions allegedly induced or encouraged by IBM; and (f) the specific trade secret or confidential or proprietary information, if any, involved in the alleged interference.

RESPONSE:

In addition to the foregoing general objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

INTERROGATORY NO. 9:

Please identify all agreements that plaintiff alleges or contends that IBM has breached, including the specific provisions or portions of those agreements that plaintiff alleges or contends that IBM breached, and describe, in detail, each instance in which plaintiff alleges or contends that IBM breached those agreements, including but not limited to (a) the date of the alleged breach; (b) all persons involved in the alleged breach; and (c) the specific manner in which IBM is alleged to have breached the agreement.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this question because part of this information is peculiarly within the knowledge of IBM. Nonetheless, at this time, as detailed in the Amended Complaint, among the provisions of the Software and Sublicensing Agreements that IBM breached are Sections 2.01, 2.05, 4.01, 6.03 and 7.06, of the Software Agreement. Section 2.01 was breached by IBM's failure to treat modifications and derivative works as part of the original Software Product by contributing such items to open

source. Likewise, IBM breached Section 2.05 by allowing use for others and by others as a result of contributing the Protected Material to open source. Section 4.01 prohibits export of the Software Products, which IBM breached by contributing the Software Product, including methods, modifications and derivative works to open source. As a result, persons anywhere in the world with a computer can access this information, including in countries that the federal government prohibits dissemination of such information. IBM breached Section 6.03 by continuing to use the Software Products after the license was terminated on June 13, 2003, as well as failing to return or destroy all Software Products after that date. IBM also breached Section 7.06 by failing to maintain in confidence the Software Products, as that term is defined in the agreements. IBM also breached a subsequent agreement that IBM would not use System V or AIX in any open source operating system. IBM also breached §2.1 of Amendment X by using the Software Products for its contractors, including OSDL and other Linux development laboratories and Linux developers for other than Authorized Purposes. IBM also breached §6 of Amendment X by using the Software Product for an unauthorized use and distribution of Linux without paying the required additional royalty amounts.

INTERROGATORY NO. 10:

Separately, for each of plaintiff's claims for relief, please identify all persons (including but not limited to present or former employees of plaintiff or plaintiff's predecessors in interest) with knowledge relating to plaintiff's claims and contentions and the general nature of, or the categories of, facts known by each person.

RESPONSE:

In addition to the General Objections, this question is overly broad and unduly burdensome in that it seeks information outside the custody or control of plaintiff by asking information known by plaintiff's predecessors. Subject to and without waiving the General Objections and foregoing objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

INTERROGATORY NO. 11:

Please identify all products ever marketed, sold or distributed by plaintiff or plaintiff's predecessors in interest, including but not limited to the terms on which each was marketed, sold or distributed.

RESPONSE:

In addition to the General Objections, this question is overly broad and unduly burdensome and seeks irrelevant information by requesting all products ever marketed, sold or distributed by plaintiff's predecessors in interest, including but not limited to the terms on which each was marketed, sold or distributed. Plaintiff's predecessors in interest include, for example, AT&T. A list of all products ever marketed, sold or distributed by AT&T would be filled with information wholly irrelevant to any issue in this action and, moreover, is not information known to plaintiff. Even limiting the request to items marketed, sold or distributed by plaintiff, the request remains overly broad because it seeks the terms of each sale or distribution. Such a request would require production of every invoice and such information is irrelevant and unduly burdensome to obtain. Subject to and without waiving these objections, pursuant to Fed.R.Civ.P. 33(d), SCO will make

available for copying or inspection at a mutually convenient date and time sufficient documents identifying all products sold by SCO and the general terms on which they were marketed, sold or distributed upon the entry of an appropriate confidentiality agreement and order. The products sold include the following:

- SCO UnixWare 7 Release 7.1.3
- SCO UnixWare 7 Release 7.1.2
- SCO UnixWare 7 Release 7.1.1
- SCO UnixWare 7 Release 7.0.1
- SCO OpenServer Release 5.x
- SCO Open Desktop Release 3
- SCO Xenix
- SCO UnixWare Release 2.1
- SCO UnixWare Release 2.0.1
- SCO UnixWare Release 1.1
- UNIX System V Release 4.2 MP, Intel386 Implementation
- UNIX System V Release 4.2, Intel386 Implementation
- UNIX System V Release 4.1 ES, Intel386 Implementation
- UNIX System V Release 4.0 MP, Intel386 Implementation
- UNIX System V – Release 4.0
- UNIX System V/386 Release 3.2
- UNIX System V Release 3
- UNIX System V Release 2.1
- UNIX System V Release 2.0
- System V – Release 1.0
- System III
- SCO UnixWare and OpenServer Development Kit
- SCO Open UNIX Development Kit
- SCO UnixWare 7 On Line Data Manager
- SCO UnixWare 7 Disk Mirroring
- SCO UnixWare 7 NonStop Clusters
- Reliant HA
- C++ Language System Release 3.0.3 (including all previous release and versions)
- C++ Object Interface Library Release 1.1 (including all previous release and versions)
- C++ Standard Components Release 3.0 (including all previous release and versions)
- C++ Standard Libraries Release 3.0 (including all previous release and versions)
- SCO Linux Server 4.0
- OpenLinux 3.1.1 Server
- OpenLinux 3.1.1 Workstation
- OpenLinux 3.1 64 bit
- OpenLinux 3.1 Server
- OpenLinux 3.1 Workstation

eServer 2.3.1
Linux Technology Preview
eDesktop 2.4
eServer 2.3
OpenLinux 2.3
OpenLinux 2.2
OpenLinux 1.3
OpenLinux Base 1.2
OpenLinux Standard 1.2
OpenLinux 1.1
OpenLinux 1.0
Caldera Network Desktop

DOCUMENT REQUESTS

REQUEST NO. 1

All documents identified in response to IBM's interrogatories to Plaintiff.

RESPONSE:

Subject to and without waiving the foregoing General Objections and Specific Objections in the interrogatories, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 2

All documents used or referred to in responding to IBM's interrogatories to plaintiff.

RESPONSE:

Subject to and without waiving the foregoing General Objections and Specific Objections in the interrogatories, Plaintiff will make the requested documents available for copying or

inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 3

All documents upon which plaintiff intends to rely at any trial or hearing or in connection with any motion in this action.

RESPONSE:

Plaintiff objects to this question in that it seeks information protected from disclosure under work product immunity by seeking to determine those documents upon which Plaintiff intends to rely at trial. Moreover, because there are a multitude of motions that may or may not be filed in this action, it is impossible at this stage to determine which documents Plaintiff may rely upon "in connection with any motion in this action."

REQUEST NO. 4

All documents concerning the creation or development of the Disputed Material.

RESPONSE:

This request seeking all documents concerning the creation or development of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Moreover, even if this request was properly limited to the relevant subject matter of this litigation, *i.e.* the Protected Material, it would require the production of all or nearly all documents in SCO's possession.

REQUEST NO. 5

All documents concerning any change or modification to the Disputed Material.

RESPONSE:

This request seeking all documents concerning any change or modification to Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Moreover, if this request was properly limited to the relevant subject matter of this litigation, *i.e.* the Protected Material, it would require the production of all or nearly all documents in SCO's possession.

REQUEST NO. 6

All documents concerning the ownership of, or property rights in, the Disputed Material.

RESPONSE:

This request seeking all documents concerning the ownership of or property rights in the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning the ownership of, or property rights in, the Protected Materials available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 7

All documents concerning any agreement relating to the Disputed Material.

RESPONSE:

This request seeking all documents concerning any agreement relating to the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Moreover, even if this request was properly limited to the relevant subject matter of this litigation, *i.e.* the Protected Material, it would require the production of all or nearly all documents in SCO's possession.

REQUEST NO. 8

All documents concerning any efforts to ensure or maintain the secrecy or confidentiality of the Disputed Material.

RESPONSE:

This request seeking all documents concerning any efforts to ensure or maintain the secrecy of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning the efforts to maintain the secrecy or confidentiality of the Protected Materials available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 9

All documents concerning any rule, policy, practice or procedure relating to the confidentiality or secrecy, or lack of confidentiality or secrecy, of the Disputed Material.

RESPONSE:

This request seeking all documents concerning any rule, policy or procedure relating to the confidentiality or secrecy, or lack of confidentiality or secrecy, of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning any rule, policy or procedure relating to the confidentiality or secrecy of the Protected Materials available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 10

All documents concerning any breach of any rule, policy, practice or procedure, relating to the confidentiality or secrecy, or lack of confidentiality or secrecy, of the Disputed Material.

RESPONSE:

This request seeking all documents concerning any breach of any rule, policy, practice or procedure, relating to the confidentiality or secrecy, or lack of confidentiality or secrecy, of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning any breach of any rule, policy, practice or procedure, relating to the

confidentiality or secrecy of the Protected Materials available for copy or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 11

All documents concerning the use by any person other than plaintiff of the Disputed Material.

RESPONSE:

This request seeking all documents concerning the use by any person other than plaintiff of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning the use by any person other than plaintiff of the Protected Materials available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 12

All documents concerning the disclosure or availability of the Disputed Material to any person other than the plaintiff.

RESPONSE:

This request seeking all documents concerning the disclosure or availability of the Disputed Material to any person other than the plaintiff is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in

which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning disclosure or availability of the Protected Materials available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 13

Documents sufficient to identify all licensees, sublicensees or assignees of the Disputed Material.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make responsive documents sufficient to identify all licensees, sublicensees or assignees of the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 14

Documents sufficient to identify all persons to whom the Disputed Material has been disclosed.

RESPONSE:

This request seeking all documents to identify all persons to whom the Disputed Material has been disclosed is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the

documents sufficient to identify all persons to whom the Protected Material has been disclosed available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 15

All documents concerning any unlicensed or unauthorized use of the Disputed Material.

RESPONSE:

This request seeking all documents concerning any unlicensed or unauthorized use of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make all documents concerning any unlicensed or unauthorized use of the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 16

All documents concerning any lawsuit relating to the Disputed Material.

RESPONSE:

This request is overly broad and unduly burdensome and seeks information that is irrelevant to the issues in this cause. In addition, the request also improperly seeks to obtain communications that are protected from disclosure pursuant to the attorney-client privilege and work product immunity

REQUEST NO. 17

All documents concerning any agreement between plaintiff and any other person regarding actual or prospective litigation relating to the Disputed Material.

RESPONSE:

This request seeking all documents concerning any agreement between plaintiff and any other person regarding actual or prospective litigation relating to the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. In addition, by seeking all documents concerning any agreement between plaintiff and any other person regarding actual or prospective litigation, the request improperly seeks to invade the attorney-client privilege and work product immunity. Subject to and without waiving the General Objections and Specific Objections, there are no documents concerning any agreement between plaintiff and any other person regarding actual or prospective litigation relating to the Protected Material.

REQUEST NO. 18

All documents concerning any copyright relating to, or any attempt to copyright, the Disputed Material.

RESPONSE:

This request seeking all documents concerning any copyright relating to, or any attempt to copyright, the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material

to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the documents concerning any copyright relating to, or any attempt to copyright, the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 19

All documents concerning any patent relating to, or any attempt to patent, the Disputed Material.

RESPONSE:

This request seeking all documents concerning any patent relating to, or any attempt to patent the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. In addition, the request seeks information irrelevant to any of the issues in the litigation. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make the responsive documents concerning any patent relating to, or any attempt to patent, the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 20

Documents sufficient to identify all persons who have ever licensed UNIX software products, code or methods.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 21

All documents concerning any contract or licensing agreement with which plaintiff alleges IBM interfered.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 22

All documents concerning any agreement involving IBM and plaintiff.

RESPONSE:

Subject to and without waiving the General Objections, in addition to the documents attached to the Complaint, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 23

All documents concerning any agreement referenced in the Complaint including but not limited to the "AT&T UNIX Software Agreement", "AT&T UNIX Sublicensing Agreement", "AT&T UNIX Agreements", "AT&T/IBM UNIX Agreement", the "Side Letter", "IBM Amendment X", and the "Software Agreement".

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 24

All documents concerning the value, if any, of the Disputed Material.

RESPONSE:

This request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. In addition, the request is vague in the use of the term "value."

REQUEST NO. 25

All documents concerning Project Monterey.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 26

All documents provided to IBM by plaintiff or received by plaintiff from IBM.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 27

All documents concerning any alleged disclosure by IBM to any third party or to the public of any Disputed Material.

RESPONSE:

This request seeking all documents concerning any alleged disclosure by IBM to any third party or to the public of any Disputed Material, is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines the Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any alleged disclosure by IBM to any third party or to the public of any Protected Material available for copying or inspection at a

mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 28

All documents concerning any Disputed Material allegedly disclosed by IBM to any third party or to the public.

RESPONSE:

This request seeking all documents concerning any Disputed Material allegedly disclosed by IBM to any third party or to the public is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any Protected Material allegedly disclosed by IBM to any third party or to the public available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 29

All documents concerning any Disputed Material disclosed by plaintiff to any third party or to the public.

RESPONSE:

This request seeking all documents concerning any Disputed Material disclosed by plaintiff to any third party or the public is overly broad, unduly burdensome and not reasonably calculated to lead the discovery of admissible evidence in that IBM defines the Disputed Material

to include not only the Protected Material but also any computer technology in which SCO has any right. Subject and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any Protected Material disclosed by plaintiff to any third party or the public available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 30

All documents concerning any disclosure by plaintiff to any third party or to the public of any Disputed Material.

RESPONSE:

See response to Request No. 29.

REQUEST NO. 31

All documents concerning any Disputed Material found in Linux, open source, or the public domain.

RESPONSE:

This request seeking all documents concerning any Disputed Material found in Linux, open source, or the public domain is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any Protected Material found in Linux, open source

or the public domain available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 32

All documents concerning plaintiff's purchase or acquisition of the Disputed Material.

RESPONSE:

This request seeking all documents concerning plaintiff's purchase or acquisition of the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning its purchase of the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 33

All documents concerning the Disputed Material, UNIX, or Linux received by plaintiff from AT&T, USL, Novell, or Tarantella.

RESPONSE:

This request seeking all documents concerning the Disputed Material, UNIX or Linux received by plaintiff from AT&T, USL, Novell or Tarantella is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines the Disputed Material to include not only the Protected Material but also any computer technology

in which SCO still has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning the Protected Material, Unix, or Linux received by SCO from AT&T, USO, Novell, or Tarantella available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 34

All documents concerning any agreement involving AT&T, USL, Novell, Tarantella, or plaintiff relating to UNIX or Linux.

RESPONSE:

This request seeking all documents concerning the disputed material, UNIX or Linux received by plaintiff from AT&T, USL, Novell or Tarantella is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines the Disputed Material to include not only the Protected Material but also any computer technology in which SCO still has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning the Protected Material, Unix, or Linux received by SCO from AT&T, USL, Novell, or Tarantella available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 35

All documents concerning the formation of USL and the transfer by AT&T to USL of rights and property relating to UNIX.

RESPONSE:

This request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that it is seeking information from third parties over whom SCO does not maintain any control. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents in its possession concerning the formation of USL and the transfer by AT&T to USL of rights and property relating to Unix available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 36

All documents concerning the sale by AT&T and USL of USL's capital stock.

RESPONSE:

This request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that it is seeking information from third parties over whom SCO does not maintain any control. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents in its possession concerning the sale by AT&T and USL of USL's Stock available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 37

All documents concerning the acquisition of USL by Novell.

RESPONSE:

This request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that it is seeking information from third parties over whom SCO does not maintain any control. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents in its possession concerning the acquisition of USL by Novell available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 38

All documents concerning the sale by Novell to Tarantella of UNIX assets.

RESPONSE:

This request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that it is seeking information from third parties over whom SCO does not maintain any control. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents in its possession concerning the sale by Novell to Tarantella available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 39

All documents concerning the sale of assets by Tarantella to plaintiff including but not limited to Tarantella's Server Software and Professional Services divisions.

RESPONSE:

Subject to and without waiving the General Objections, Plaintiff will make the requested documents concerning the sale of assets by Tarantella available for copying or inspection at a

mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 40

All documents concerning any communication relating to this litigation including but not limited to communications with plaintiff's employees, shareholders, directors or officers.

RESPONSE:

This request is overly broad and improperly seeks communications with counsel and materials protected from disclosure based on attorney client privilege and work product immunity. Moreover, statements relating to this litigation are irrelevant to the issues in this cause.

REQUEST NO. 41

All documents concerning any public statement made by plaintiff concerning this litigation.

RESPONSE:

This request seeks information that is equally accessible to IBM and also seeks information irrelevant to this action. Subject to and without waiving the General Objections and Specific Objections, to the extent plaintiff has in its possession copies of any public statements concerning this litigation, such documents are available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 42

All documents concerning plaintiff's decision to commence or pursue this lawsuit or other lawsuits relating to plaintiff's alleged contract or property rights relating to UNIX or Linux.

RESPONSE:

This request seeks information that is protected from disclosure based on the attorney-client privilege and work product immunity. In addition, SCO's decision to commence or pursue other lawsuits is irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 43

All documents concerning plaintiff's decision to attempt to terminate any IBM license.

RESPONSE:

Other than the documents responsive to Requests 27, 28 and 31, this request seeks information that is protected from disclosure based on the attorney-client privilege and work product immunity.

REQUEST NO. 44

All documents concerning plaintiff's decision to suspend its distribution of Linux products or code.

RESPONSE:

This request seeks information that is protected from disclosure based on the attorney-client privilege and work product immunity. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all responsive non-privileged documents

available for copying or inspection at a mutually convenient date and time upon the entry of an approved confidentiality agreement and order.

REQUEST NO. 45

All documents concerning plaintiff's decision to change its name.

RESPONSE:

This request seeks information that may be protected from disclosure based on the attorney-client privilege and work product immunity. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all responsive non-privileged documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 46

All documents concerning any analysis of any IBM product, code, or public disclosure.

RESPONSE:

This request seeking *any* analysis of *any* IBM product, code or public disclosure is overly broad and seeks information irrelevant to this litigation. Moreover, this request seeks information that is protected from disclosure based on the attorney-client privilege and work product immunity.

REQUEST NO. 47

All documents concerning any analysis of Linux or of any other open source code.

RESPONSE:

This request seeking *any* analysis of Linux or of any other open source code is overly broad and seeks information irrelevant to this litigation. Moreover, this request seeks information

that is protected from disclosure based on the attorney-client privilege and work product immunity.

REQUEST NO. 48

All documents concerning United Linux.

RESPONSE:

Subject to and without waiving the General Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 49

All documents concerning the General Public License.

RESPONSE:

Subject to and without waiving the General Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 50

All documents concerning any contributions to Linux or to open source made by AT&T, USL, Novell, Tarantella, or plaintiff.

RESPONSE:

This request seeks documents from third parties over whom Plaintiff does not have any control. Subject to and without waiving the General Objections and Specific Objections, Plaintiff will make any responsive documents in its possession available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 51

All documents concerning the resumes or curricula vitae of any person on whom plaintiff intends to rely as a witness, declarant or affiant in this action.

RESPONSE:

None at this time.

REQUEST NO. 52

Documents sufficient to show plaintiff's organizational or personnel structure, including but not limited to organization charts, flow charts and personnel directories.

RESPONSE:

Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 53

All documents concerning any communication with AT&T, USL, Novell, or Tarantella relating to the Disputed Material or any copyright, patent, or trademark relating to the Disputed Material

RESPONSE:

This request seeking all documents concerning any communication with AT&T, USL, Novell, or Tarantella relating to the Disputed Material or any copyright patent or trademark relating to the Disputed Material is overly broad, unduly burdensome and not reasonably

calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any communications with AT&T, USL, Novell, or Tarantella relating to the Protected Material or any copyright, patent, or trademark relating to the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 54

All documents concerning any statement, affidavit, declaration, or opinion relating to the Disputed Material or any patent, copyright, or trademark relating to the Disputed Material.

RESPONSE:

This request seeking all documents concerning any statement, affidavit, declaration, or opinion relating to the Disputed Material or any patent, copyright, or trademark relating to the Disputed Material is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence in that IBM defines Disputed Material to include not only the Protected Material but also any computer technology in which SCO has any right. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the documents concerning any statement, affidavit, declaration, or opinion relating to the Protected Material or any patent, copyright or trademark relating to the Protected Material available for copying or inspections at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 55

All documents concerning any statement, affidavit, declaration, or opinion relating to this litigation.

RESPONSE:

This request is overly broad and vague and could cover the production of every document in SCO's possession. Moreover, this request seeks information that is protected from disclosure by the attorney-client privilege and work-product immunity.

REQUEST NO. 56

All documents concerning any code or other material disclosed by plaintiff to any person, including but not limited to Laura Didio of the Yankee Group and Bill Claybrook of the Aberdeen Group, relating to plaintiff's allegation that IBM or others have misappropriated, misused or infringed plaintiff's intellectual or other property rights or have otherwise breached an obligation to plaintiff.

RESPONSE:

Subject to and without waiving the General Objections and Specific Objections, plaintiff will make the responsive documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 57

All documents concerning any analysis, assessment, opinion, or statement relating to plaintiff's allegations that IBM and others have misappropriated, misused or infringed plaintiff's intellectual or other property rights or have otherwise breached an obligation to plaintiff.

RESPONSE:

This request seeks information that is protected from disclosure based on the attorney-client privilege and work product immunity. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all responsive non-privileged documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 58

All documents concerning the unfair competition lawsuit brought by plaintiff against Microsoft Corporation.

RESPONSE:

This request seeks documents that are irrelevant to the issues in this lawsuit and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST NO. 59

All documents concerning the destruction of documents relating to the unfair competition lawsuit brought by plaintiff against Microsoft Corporation.

RESPONSE:

This request seeks documents that are irrelevant to the issues in this lawsuit and not reasonably calculated to lead to the discovery of admissible evidence. Moreover, most or all of these documents were destroyed pursuant to a court order from the United States District Court.

REQUEST NO. 60

A copy of all source code and object code relating to the Disputed Material.

RESPONSE:

Subject to and without waiving the General Objections, plaintiff will make all responsive documents regarding the Protected Material available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 61

A copy of all source code and object code relating to all releases of any UNIX or Linux product.

RESPONSE:

This request is overly broad and unduly burdensome in that it seeks source code and object code relating to all releases of UNIX, not all of which are in plaintiff's custody, control or possession. Moreover, the source code and object code of all releases of Linux is available publicly and is equally accessible to IBM. Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all versions of UNIX source code and object code in its possession available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 62

A copy of all source code and object code relating to all releases of any product ever manufactured, marketed, sold, or distributed by plaintiff, including but not limited to: (a) UnixWare; (b) SCO OpenServer; (c) ReliantHA; (d) NeTraverse Merge; (e) each of the "Optional Services" for the UnixWare product ever described on plaintiff's website; (f) SCO Xenix; and (g) Skunkware.

RESPONSE:

Subject to and without waiving the General Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 63

All documents concerning any of plaintiff's Beta Projects, including but not limited to copies of source code and object code for every software product ever tested or currently being tested by plaintiff in its Closed Beta or Open Beta projects.

RESPONSE:

This request is overly broad and unduly burdensome in that it seeks all documents concerning any Beta Project. Moreover, it seeks information irrelevant to the issues in this case.

REQUEST NO. 64

A copy of all Linux, open source, or public domain source code and object code ever manufactured, marketed, sold, or distributed by plaintiff, including but not limited to all releases and versions of Caldera OpenLinux and SCO Linux.

RESPONSE:

Subject to and without waiving the General Objections and Specific Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 65

Documents sufficient to show all persons to whom plaintiff or plaintiff's predecessors in interest have ever marketed, sold or distributed any products.

RESPONSE:

See response to Interrogatory No. 11.

REQUEST NO. 66

Documents sufficient to show the dates on which plaintiff or plaintiff's predecessors in interest have ever marketed, sold or distributed their products.

RESPONSE:

See response to Interrogatory No. 11.

REQUEST NO. 67

A copy of any IBM source code or object code or product documentation in plaintiff's possession, custody or control.

RESPONSE:

All such documents are available for copying or inspection at a mutually convenient date and time.

REQUEST NO. 68

All documents concerning plaintiff's allegations that IBM misappropriated or misused the Disputed Material including but not limited to as alleged in ¶¶ 104-114 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this request because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 69

All documents concerning plaintiff's allegation that IBM engaged in unfair competition including but not limited to as alleged in ¶¶ 115-121 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this request because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 70

All documents concerning plaintiff's allegation that IBM interfered with plaintiff's contracts or prospective contractual relations including but not limited to as alleged in ¶¶ 122-127 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this request because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 71

All documents concerning plaintiff's allegations that IBM breached its contractual obligations including but not limited to as alleged in ¶¶ 128-136 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this request because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 72

All documents concerning plaintiff's alleged termination of IBM's right to use the Disputed Materials, including but not limited to as alleged in ¶ 135 of the Complaint.

RESPONSE:

In addition to the foregoing General Objections, SCO notes that discovery has just begun and it has not yet received responsive discovery from IBM that would allow it to fully answer this request because part of this information is peculiarly within the knowledge of IBM. Subject to and without waiving these objections, SCO will make available for copying or inspection at a mutually convenient date and time the responsive documents upon the entry of an appropriate confidentiality agreement and order.

REQUEST NO. 73

All documents concerning the nature, calculation, and basis of any damages and injuries plaintiff claims in this matter.

RESPONSE:

Subject to and without waiving the General Objections, plaintiff will make all responsive documents available for copying or inspection at a mutually convenient date and time upon the entry of an appropriate confidentiality agreement and order.

