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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.

Plaintiff/Counterclaim-
Defendant,

vs.

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

Defendant/Counterclaim-
Plaintiff.

**DECLARATION OF JEREMY O. EVANS
IN SUPPORT OF SCO'S MEMORANDUM
IN OPPOSITION TO IBM'S MOTION FOR
SUMMARY JUDGEMENT ON BREACH
OF CONTRACT CLAIMS**

AUTHORITIES

Civil No. 2:03CV0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke Wells

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EXHIBITS

Exhibit No.	Date	Description
1	04/18/85	Software Agreement between AT&T Technologies, Inc. and Sequent Computer Systems, Inc.
2	02/01/85	Software Agreement between AT&T Technologies, Inc. and IBM Corp.
3	02/01/85	Side Letter Agreement between AT&T Technologies, Inc. and IBM Corp.
4	11/04/04	Declaration of Evelyn Davis
5	11/15/04	Deposition of Geoffrey Green [Cited Excerpts]
6	02/01/85	Sublicensing Agreement between AT&T Technologies, Inc. and IBM Corp.
7	11/23/04	Declaration of Burton Levine
8	09/07/04	Declaration of Martin Pfeffer
9	06/24/04	Declaration of Ira Kistenberg
10	11/12/04	Declaration of Ira Kistenberg
11	04/26/04	Declaration of Otis Wilson
12	12/10/92	Deposition of Otis Wilson [Cited Excerpts]
13	11/12/85	Educational Software Agreement between The Regents of the University of California and AT&T Information Systems, Inc.
14	11/04/04	Declaration of Mitzi Bond
15	07/27/87	Letter from O. Wilson to IBM Corp.
16	07/27/87	Letter from O. Wilson to Sequent Computer Systems, Inc.
17	06/10/04	Deposition of Otis Wilson [Cited Excerpts]
18	03/28/04	Declaration of David Frasure
19	12/08/92	Deposition of David Frasure [Cited Excerpts]
20	06/08/04	Deposition of David Frasure [Cited Excerpts]
21	10/07/03	Declaration of David Frasure
22	06/17/04	Declaration of Geoffrey Green
23	11/05/03	Declaration of David Rodgers
24	12/09/92	Deposition of Mitzi Bond [Cited Excerpts]
25	12/11/03	Declaration of Otis Wilson
26	02/21/85	Letter from O. Wilson to Digital Equipment Corp.
27	06/18/90	Letter from O. Wilson to F. Kovacs
28	06/29/90	Letter from O. Wilson to B. Factor
29	08/03/90	Letter from O. Wilson to R. Tevonian
30	05/06/86	Software Agreement between The Santa Cruz Operation, Inc. and AT&T Information Systems, Inc.

31	01/04/89	Software Agreement between Systech Computer Corp. and AT&T Information Systems, Inc.
32	03/01/90	Software Agreement between Gates Rubber Co. and AT&T Information Systems, Inc.
33	11/24/92	Software Agreement between Information Foundation, Inc. and UNIX System Laboratories, Inc.
34	06/21/94	Software Agreement between Green Hills Software, Inc. and Novell, Inc.
35	03/28/96	Software Agreement between Modcomp/Cerplex L.P. and The Santa Cruz Operation, Inc.
36	09/05/84	Letter from O. Wilson to Digital Equipment Corp.
37	08/85	\$ echo Newsletter
38	09/19/95	Asset Purchase Agreement between The Santa Cruz Operation, Inc. and Novell, Inc.
39	10/1/04	Declaration of Ed Chatlos
40	11/23/04	Declaration of Jim Wilt
41	12/16/96	Amendment 2 to the Asset Purchase Agreement between The Santa Cruz Operation, Inc. and Novell, Inc.
42	11/19/04	Declaration of Steve Sabbath
43	12/06/95	Amendment 1 to the Asset Purchase Agreement between The Santa Cruz Operation, Inc. and Novell, Inc.
44	11/30/04	Declaration of Jean Acheson
45	03/23/04	Press Release, Novell, Inc., Novell Finalizes IBM Investment (3/23/04)
46	11/05/03	Hiawatha Bray, <i>Novell to Buy SuSE Linux for \$210M; Firm's Commitment to Software Boosted</i> , The Boston Globe, Nov. 5, 2003.
47	03/25/04	Bob Mims, <i>Novell, IBM and HP unite efforts to put Linux on top; Three companies unite to boost Linux and topple Microsoft</i> , The Salt Lake Tribune, Mar. 25, 2004, at E1.
48	12/06/95	Technology License Agreement between Novell, Inc. and The Santa Cruz Operation, Inc.
49	11/30/04	Declaration of Christopher Sontag
50	11/30/04	Declaration of Erik Hughes
51		IBM Dictionary of Computing, 18 (George McDaniel ed., 1994)
52	10/24/03	Computerworld: IBM's Mills sets sights on middleware, Linux, Oct. 24, 2003
53		"IBM Small and Medium Business Advantage," Frequently Asked Questions, http://www-1.ibm.com/partnerworld/pwhome.nsf/weblook/smb_offerings_sol_linux_faq.html
54	1/28/86	Sublicensing Agreement between Sequent Computer Systems, Inc. and AT&T Information Systems, Inc.
55	10/28/04	Letter from E. Normand to D. Marriott

56		Schedule for UNIX System V, Release 2.0 Version 1
57	10/16/96	Amendment X to Software and Sublicensing Agreements between AT&T Technologies, Inc. and IBM Corp.

SEALED EXHIBITS

Exhibit No.	Date	Description
S1	06/10/04	Deposition of David Rodgers [Cited Excerpts]
S2	11/03/97	E-mail from Ron Smith to Terry McKenna
S3	01/22/02	E-mail from Bill Sandve to Kim Tran
S4	02/09/99	Agreement for Licensing of AIX Source Code and Related Products between Argus Systems Group, Inc. and IBM Corp.
S5	06/30/87	IBM Royalty Statement
S6	02/02/01	IBM/Supplier Technical Services Agreement between IBM Corp. and CETIA
S7		IBM Linux Strategy Presentation Version 1.0
S8	11/22/04	Declaration of Michael Davidson

AUTHORITIES

A	<i>Brightway Adolescent Hosp. v. Health Plan of Nev.</i> , No. Civ. 2:98CV0729C, 2000 WL 33710845, (D. Utah Sept. 20, 2000)
B	<i>HotSamba, Inc. v. Caterpillar Inc.</i> , No. 01 C 5540, 2004 WL 609797, (N.D. Ill. Mar. 25, 2004)
C	<i>EPN Ingenieria S.A. de C.V. v. General Electric Co.</i> , No. 92 Civ. 1563 (KMW), 1996 WL 531867, (S.D.N.Y. Sept. 19, 1996)
D	<i>Viacao Aerea Sao Paulo, S.A. v. Int'l Lease Fin. Corp.</i> , 859 F.2d 924, 1988 WL 103286, (9 th Cir. 1988)
E	<i>Ramming v. Barnard</i> , No. E030334, 2002 WL 393118, (Cal. Ct. App. March 13, 2002)
F	<i>McDarren v. Marvel Entertainment Group Inc.</i> , 94 CIV. 0910 (LMM), 1995 WL 214482, (S.D.N.Y. Apr. 11, 1995)
G	<i>T.W.A. Trading, Inc. v. Gold Coast Freightways, Inc.</i> , No. 2001-900 KC, 2002 WL 1311648 (N.Y. App. Term. Apr. 2, 2002)
H	<i>Dunlop-McCullen v. Pascerella</i> , No. 97 Civ. 0195 (PKL) (DFE), 2002 WL 31521012, (S.D.N.Y. Nov. 13, 2002)
I	<i>King Airway Co. v. Routt County</i> , No. 97 CJ C.A.R. 563, 1997 WL 186256, (10th Cir. Apr. 17, 1997)
J	<i>Holt v. Wesley Med. Ctr., LLC</i> , No. 00-1318-JAR, 2002 WL 31778785, (D. Kan. Nov. 25, 2002)
K	<i>Quark, Inc. v. Harley</i> , 141 F.3d 1185, 1998 WL 161035, (10th Cir. 1998)

Exhibits/
Attachments
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have **not** been
scanned.

Please see the
case file.