

# **EXHIBIT G**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

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THE SCO GROUP, INC.,

Plaintiff,

vs. 2:03 CV 0294 DAK

INTERNATIONAL BUSINESS MACHINES CORP.,

Defendant.  
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DEPOSITION OF OTIS WILSON

Friday, August 25, 2006

8:00 a.m.

Reported by:

Adrienne M. Mignano, RPR

JOB NO. 187053

1 Wilson  
2 testimony comport with your understanding  
3 of the meaning of the term derivative works  
4 in the standard software agreement for  
5 UNIX?

6 MR. MARRIOTT: Objection as to  
7 form.

8 A I agree with what he said.

9 Q Let me ask you, Mr. Wilson, to  
10 state your understanding of the definition  
11 of modifications or derivative works based  
12 on the UNIX software product under the  
13 standard software agreement for UNIX.

14 MR. MARRIOTT: Can I hear that  
15 back, please?

16 (Record read)

17 MR. MARRIOTT: Objection as to  
18 form.

19 Q Let me actually step back a  
20 second and represent to you that the term  
21 is not defined in the agreement. I don't  
22 know if you understood that or not, but I  
23 don't mean to test your recollection of  
24 something that is otherwise defined in the  
25 agreement.

1 Wilson  
2 licensee asked you during your tenure at  
3 AT&T what AT&T's view of what constituted a  
4 derivative work or modification was?

5 MR. MARRIOTT: Objection as to  
6 form.

7 A I don't recall specifically, but  
8 there were many many questions of that  
9 nature that would come to my attention.

10 Q I am asking, I'm asking a  
11 variety of different ways. If someone had  
12 come to you in the mid '80s and said,  
13 Mr. Wilson, what is a derivative work as  
14 this term is used in this agreement, are  
15 you able to recall what you think you would  
16 have said? What would you have said in  
17 response to a question like that?

18 MR. MARRIOTT: Objection as to  
19 form. Calls for speculation. Lacks  
20 foundation.

21 A I would have responded -- my  
22 response would have been anything that you  
23 create, or modify, or change, or alter or  
24 create using the software product would be  
25 a derivative work.

1 Wilson  
2 As I understand it, those terms,  
3 modifications and derivative works are not  
4 defined in the standard agreement.

5 I'm asking, rather than asking  
6 your definition, let me just ask you what  
7 your understanding of those were in the  
8 standard UNIX agreement.

9 MR. MARRIOTT: Objection as to  
10 form.

11 A My understanding, it meant that  
12 the software products at which the licensee  
13 acquired from AT&T could be used. That was  
14 the basic right granted to them to use that  
15 software product. And the best term we  
16 came up with was prepare derivative works  
17 or make modifications.

18 Q And what did you understand a  
19 derivative work or a modification to be  
20 within the meaning of that standard  
21 agreement?

22 A With regard to the standard  
23 agreement, that was the right that was  
24 granted to them to use a software product.

25 Q And do you recall whether any

1 Wilson  
2 Our position with regard to the  
3 derivative works was that anything that  
4 contained a portion of the software product  
5 would be AT&T's. Anything else would be  
6 theirs's, the licensees.

7 And there was a lot of  
8 discussion about keeping that clear. So  
9 the reason for that was that the licensee  
10 would not have any beneficial use of the  
11 software if they couldn't use it to do  
12 something.

13 Q You said there was a lot of  
14 discussion. Do you mean within AT&T or  
15 with licensees, or both?

16 A With licensees.

17 Q And can you recall any specific  
18 licensees that you had those kinds of  
19 discussions with?

20 A Just about with all of them.

21 Q Okay.

22 So it was a common area of  
23 discussion?

24 A Yes, it was, because that was  
25 the whole thing, the software agreement