

Brent O. Hatch (5715)  
bhatch@hjdllaw.com  
Mark F. James (5295)  
mjames@hjdllaw.com  
HATCH, JAMES & DODGE, PC  
10 West Broadway, Suite 400  
Salt Lake City, Utah 84101  
Telephone: (801) 363-6363  
Facsimile: (801) 363-6666

Stuart Singer (admitted pro hac vice)  
ssinger@bsfllp.com  
BOIES SCHILLER & FLEXNER LLP  
401 East Las Olas Blvd.  
Suite 1200  
Fort Lauderdale, Florida 33301  
Telephone: (954) 356-0011  
Facsimile: (954) 356-0022

David Boies (admitted pro hac vice)  
dboies@bsfllp.com  
Robert Silver (admitted pro hac vice)  
rsilver@bsfllp.com  
Edward Normand (admitted pro hac vice)  
enormand@bsfllp.com  
Jason Cyrulnik (admitted pro hac vice)  
jcyrulnik@bsfllp.com  
Mauricio A. Gonzalez (admitted pro hac vice)  
magonzalez@bsfllp.com  
BOIES SCHILLER & FLEXNER LLP  
333 Main Street  
Armonk, New York 10504  
Telephone: (914) 749-8200  
Facsimile: (914) 749-8300

*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 7 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>[REVISED PROPOSED] PARTIAL JUDGMENT DISMISSING SCO CLAIMS</b></p> <p>Civil No.: 2:03-CV-00294-DN</p> <p>Honorable David Nuffer</p>
--	--

Whereas plaintiff/counterclaim-defendant, The SCO Group, Inc. (n/k/a TSG 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:

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 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.

The following SCO claims remain ripe for adjudication by the Court: SCO's Unfair Competition claim (Count VI) concerning Project Monterey, SCO's Interference with Contract claim (Count VII), and SCO's claim for Interference with Business Relationships (Count IX).

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

BY THE COURT

---

David Nuffer  
United States District Court Judge