

EXHIBIT A

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF UTAH, CENTRAL DIVISION
3

4 THE SCO GROUP, INC., a Delaware
5 corporation,
6 Plaintiff and Counterclaim-
7 Defendant,
8 vs.
9 NOVELL, INC., a Delaware
10 corporation,
11 Defendant and Counterclaim-
12 Plaintiff.

Case No. 2:04-CV-139 dak

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BEFORE THE HONORABLE DALE A. KIMBALL
DATE: MAY 2, 2008
REPORTER'S TRANSCRIPT OF PROCEEDINGS
TRIAL TRANSCRIPT
VOLUME IV

Reporter: REBECCA JANKE, CSR, RMR

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25 to this.

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1 And Mr. Sontag was pretty up front about what
2 they granted, the SCO IP. What's that mean? SCO IP
3 means SCO UNIX-based code. It's at paragraph 1.10. It's
4 UNIX System IV or UnixWare, UNIX System IV or UnixWare.
5 They are not granting UnixWare, Your Honor. They are
6 mining the trunk of the tree. There is no division
7 anywhere of this revenue between UnixWare and UNIX System
8 V. Simply, as Mr. Hunsaker put it, it's a chance to run
9 Linux and be clean with SCO for all of its IP. And this
10 is the plan of SCOSource to save the company. This, too,
11 is revenue that should have been passed to Novell.

12 So, wrapping up, Your Honor, there's no dispute
13 that both the Sun and Microsoft deals, there is a
14 grant -- there are grants of UnixWare rights. I mean,
15 the documents clearly show that. And we have done our
16 best to provide to the Court what we believe to be a
17 reasonable breakdown based on the terms of the agreements
18 themselves and the evidence this Court has heard in the
19 last three days.

20 We have conceded the \$7 million in section 3 of
21 the Microsoft deal because that clearly is just a
22 UnixWare license. But as Mr. James made clear, and the
23 fiduciary law side in our trial brief also establishes,
24 it's SCO's burden to provide an equitable division of the
25 SVRX and SCO UnixWare. And it shouldn't be done here and

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1 now. It should have been done in 2003, when we sent them
2 six different letters asking for the licenses. Not now,
3 after years of litigation. Now, any jump balls go to
4 Novell.

5 But, even now, they don't provide any
6 apportionment. It simply says we get nothing. And I
7 think what's telling about that, and telling about that
8 attitude, is Mr. McBride's testimony in this courtroom
9 the other day, in the face of this court's finding that
10 the Sun and Microsoft licenses are SVRX licenses, its
11 express finding, as a matter of law, that they are SVRX
12 licenses.

13 And this is what Mr. McBride said:

14 "A. So, my view of those two licenses -- "

15 He's talking about the Sun and Microsoft
16 licenses.

17 "-- was that Novell had no more standing to ask
18 us to produce those licenses to them than the court
19 reporter here has the standing to ask for those. So, it
20 didn't make any sense that we would send it to them."

21 "Q. So, it's your position that the court reporter
22 here in this courtroom today has the same standing to ask
23 for those licenses as Novell did in 2003?

24 A. For the UnixWare licenses with Sun and
25 Microsoft, absolutely correct."

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1 Your Honor, Novell here seeks for the Sun
2 license, \$9,143,809. That was the amount that was paid
3 of the \$10 million total.

4 For the Microsoft, we seek the revenues that
5 were paid in Section 2 and Section 4, \$9,750,000.

6 And for the other license, we ask for all of
7 that money because there has been simply no breakdown
8 between UnixWare and SVRX licenses. And that's
9 \$1,156,110.

10 So, the total that we are asking for from this
11 Court is \$19,979,561.

12 We believe that justice and equity would not be
13 served if SCO's litigation-driven characterization of
14 these licenses were allowed to carry the day. We believe
15 the facts and the evidence and the law do not allow such
16 a result. Thank you, Your Honor.

17 THE COURT: Thank you, Mr. Acker.

18 Mr. Singer, you may proceed with your closing
19 argument.

20 MR. SINGER: Your Honor, would it be possible
21 to have two minutes?

22 THE COURT: Sure.

23 (Short break.)

24 THE COURT: You may proceed, Mr. Singer.

25 MR. SINGER: Thank you. And, good morning,