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Attorneys for Plaintiff, The SCO Group, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

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|--|---|
| <p>THE SCO GROUP, INC., by and through the Chapter 11 Trustee in Bankruptcy, Edward N. Cahn,</p> <p style="text-align: center;">Plaintiff/Counterclaim-Defendant,</p> <p>vs.</p> <p>NOVELL, INC., a Delaware corporation,</p> <p style="text-align: center;">Defendant/Counterclaim-Plaintiff.</p> | <p>SCO'S OPPOSITION TO "NOVELL'S MOTION IN LIMINE NO. 10 TO PRECLUDE SCO FROM PRESENTING ARGUMENT RELATING TO ISSUES STAYED PENDING ARBITRATION"</p> <p>Civil No. 2:04 CV-00139</p> <p>Judge Ted Stewart</p> |
|--|---|

Consistent with the stay previously ordered, SCO agrees that neither party should introduce evidence or make arguments at trial relating to the stayed claims that Novell has violated the APA or TLA by distributing SUSE Linux, that Novell's distribution of SUSE Linux infringes on SCO's copyrights, or that Novell has misappropriated SCO's UNIX technology in SUSE Linux. In addition, neither party should refer to the SuSE arbitration proceeding as to which the above claims have been stayed. SCO submits that any order issued to this affect should specifically apply to both parties.

Insofar as Novell's motion suggests otherwise, however, SCO does not agree that neither party may introduce evidence or make arguments regarding the meaning and interpretation of the TLA (independent of whether Novell has breached it), because that meaning and interpretation is relevant to the meaning and interpretation of the amended APA.

Conclusion

SCO submits that the Court should order both parties (i) that they may not introduce evidence or make arguments at trial relating to the stayed claims that Novell has violated the APA or TLA by distributing SUSE Linux, that Novell's distribution of SUSE Linux infringes on SCO's copyrights, or that Novell has misappropriated SCO's UNIX technology in SUSE Linux. In addition; and (ii) that neither party should refer to the SuSE arbitration proceeding as to which the above claims have been stayed. The Court should further order, to the extent it deems necessary, that the parties may introduce evidence and make arguments regarding the meaning and interpretation of the TLA (independent of whether Novell has breached it).

DATED this 19th day of February, 2010.

By: /s/ Brent O. Hatch
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CERTIFICATE OF SERVICE

I, Brent O. Hatch, hereby certify that on this 19,th day of February, 2010, a true and correct copy of the foregoing **SCO'S OPPOSITION TO "NOVELL'S MOTION IN LIMINE NO. 10"** was filed with the Court and served via electronic mail to the following recipients:

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