

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF UTAH - CENTRAL DIVISION
CASE NO. 2:04 CV 00139

THE SCO GROUP, INC., a Delaware
corporation,

Plaintiffs and Counterclaim Defendants,

vs.

NOVELL, INC.,

Defendants and Counterclaim Plaintiffs.

VIDEOTAPED DEPOSITION UNDER ORAL EXAMINATION OF

WILLIAM BRODERICK

DATE: February 1, 2007

REPORTED BY: MICHAEL FRIEDMAN, CCR

ESQUIRE DEPOSITION SERVICES
90 Woodbridge Center Drive
Suite 340
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1 then over the years I have worked -- we in
2 the legal department, we've had meetings and
3 discussed contracts and terms, and why they
4 were included and why we will not change
5 them, or why we would.

6 When we were Santa Cruz, we would
7 have staff meetings, and occasionally during
8 each of the -- during the staff meetings
9 somebody would be assigned to discuss a
10 certain aspect of a contract.

11 Q Any other training sessions
12 you can think of?

13 A Not right now.

14 Q Have you ever received written
15 materials at any of those training sessions
16 that you kept?

17 A No.

18 Q So, I mean, I'm not familiar
19 with -- I don't have firsthand knowledge of
20 someone in your line of business and
21 expertise, but I'm just wondering, is there
22 a -- I use the word treatise.

23 Is there some kind of Bible
24 you look to when questions come up, how to
25 draft materials, or some kind of guide book,

1 yourself.

2 A (Witness reviewing.)

3 Okay.

4 Q Can you just read the first
5 sentence out loud?

6 A "My understanding of the sale of
7 the UNIX assets from Novell to Santa Cruz was
8 that the UNIX copyrights were transferred."

9 Q What's the basis for your
10 statement there?

11 A It's an understanding of the asset
12 purchase agreement, and discussions with
13 people at Santa Cruz.

14 Q Why don't you tell me about
15 the people at Santa Cruz who you discussed
16 this with.

17 A Well, actually, it was more than
18 the people at Santa Cruz. It was -- with the
19 discussions, once we were told that the
20 business was being sold to Santa Cruz, we had
21 company-wide meetings.

22 And then we had smaller meetings
23 within the functional groups, when we were
24 identified which company we were going to be
25 with.

1 anything like that that you have in your
2 office?

3 A No. The agreements were prepared
4 with review with the corporate attorneys, and
5 we work with those agreements, and we will
6 occasionally go through the agreements and
7 see if they need to be updated for any reason
8 with -- with in-house legal, and I work with
9 the agreements.

10 MR. PERNICK: Let's take a break.

11 THE VIDEOGRAPHER: Off the record.

12 10:44.

13 (Brief recess taken from 10:42 to

14 10:51.)

15 THE VIDEOGRAPHER: Stand by,
16 please. Back on the record, 10:52.

17 Q Mr. Broderick, could you look
18 at what we've marked at Exhibit 29, which is
19 your declaration in the SCO versus IBM case
20 dated November 7, 2006. Actually, I think
21 this declaration says it's in connection with
22 both the IBM case and this case, but here's
23 that declaration.

24 I would ask you to look at
25 paragraph 7, please. You can just read it to

1 Q Are you still at Novell when
2 you say you had those meetings?

3 A I think we were still officially
4 Novell employees, and there was one or two
5 company-wide meetings held in the cafeteria
6 in the building in Florham Park, and then we
7 had separate -- what I would call breakout
8 meetings.

9 There were a lot of transition
10 teams set up, and we had meetings related to
11 contracts, and there was a contracts
12 transition team which included people from
13 Santa Cruz and Novell, and we had discussions
14 with them.

15 Q Are you saying that in some or
16 all of these meetings, it was said that
17 copyrights were transferred from Novell to
18 Santa Cruz?

19 A There was no --

20 MR. NORMAND: Objection to form.

21 A There was no specific discussion of
22 copyrights, but in the initial company-wide
23 meeting, we were told -- I believe the
24 wording was Novell is going to focus on its
25 core technology, which is Net Ware, and

1 they're going to be selling the UNIX Ware
2 business to Santa Cruz.
3 And then in the breakout meetings,
4 we discussed it further, and we were told
5 they sold all right, title and interest in
6 the business, which was defined as the UNIX
7 and UNIX Ware business, and to the assets of
8 the business, and the assets were described
9 as the source code, the binaries, development
10 projects, all contracts.

11 And our opinion as contracts
12 people, if you sell all right, title and
13 interest in the assets, the assets include
14 source code. Well, if you're selling all
15 right, title and interest in the source code,
16 the copyrights go.

17 It was not -- they were not
18 specifically addressed in any of our
19 discussions, because it was just assumed
20 totally illogical for copyrights not to go
21 with the source code if you're selling all
22 title, right and interest in the source code.

23 Q But to clarify, nobody said in
24 any of these meetings that the copyrights
25 were also being transferred to Santa Cruz.

1 Is that right?

2 MR. NORMAND: Objection to form.

3 A I don't remember anybody
4 specifically discussing copyrights, except to
5 the point in some of the meetings they talked
6 about activities related to changing the
7 copyright notices in the source code to Santa
8 Cruz Operation, Inc.

9 Q In UNIX code?

10 A In the source code products. It
11 was a long time ago. I don't remember if
12 they identified which one.

13 I think they were just talking
14 about source code product activities, and
15 developers, if they had time to do certain
16 things.

17 Q Do you remember what meeting
18 that was, when it took place, where it took
19 place, anything like that?

20 A During the transition time, people
21 were talking about activities necessary to
22 move the business to Santa Cruz, and there
23 were a lot of meetings going on with trying
24 to identify activities that had to be done,
25 who would do them, who was staying at Novell,

1 who was going to Santa Cruz, who was going to
2 HP, who was not, and who would be doing what
3 functions, and did we have resources to get
4 everything done, what the timing would be.

5 Q Do you remember who said that
6 there was going to be work on changing the
7 copyrights in the source code?

8 MR. NORMAND: Actually, did you
9 hear the question? What was the
10 question?

11 (Whereupon the record was read back
12 by the reporter.)

13 A It would be a guess. I'm trying to
14 picture the meetings and the discussions that
15 were going on, and the probable people -- it
16 would be a guess.

17 You would have to confirm it with
18 those people. I believe John Maciaszek would
19 have been involved in it, in the discussion,
20 possibly Lisa Osmik.

21 She was on the technical side.
22 There were a lot of meetings and a lot of
23 people going in and out, and a lot of
24 discussions going on.

25 Q Do you remember ever seeing

1 anything in writing saying that we need to
2 change the copyrights in the source code?

3 A No, I don't.

4 Q Did you ever look for anything
5 on that topic?

6 MR. NORMAND: Objection, form.

7 Q Did you look for any written
8 materials saying that?

9 A No, I didn't, but as I said
10 earlier, it was illogical for the
11 copyrights -- if they were selling all
12 rights, title and interest in the source
13 code, it was illogical for the copyrights not
14 to go, so there was not a concern, something
15 we went looking for.

16 Q Why would that be illogical?

17 A Well, part of all right, title and
18 ownership in the source code would include
19 the copyrights. Otherwise, how could you
20 protect your source code, if you don't own
21 the copyrights?

22 Q Can you just sell source code?
23 Can't you just give someone the code?

24 A Oh, you never give anybody source
25 code without very strict licensing