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*Attorneys for Defendant/Counterclaim-Plaintiff
International Business Machines Corporation*

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

-against-

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

Defendant/Counterclaim-Plaintiff.

Civil No. 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

DECLARATION OF GEOFFREY D. GREEN

I, Geoffrey D. Green, declare as follows:

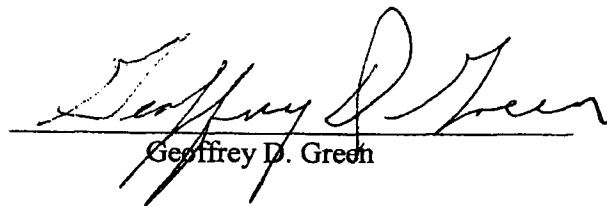
1. From approximately 1956 through 1996, I was employed by various AT&T-related companies, including AT&T Technologies, Inc. ("AT&T").
2. This declaration is submitted in connection with the lawsuit entitled The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003), and is based upon personal knowledge.
3. During the period from 1983 to 1986, while I was employed at AT&T, the company entered into a number of license agreements relating to UNIX System V software and related materials. I was involved, to varying degrees, with some of these agreements.
4. It was not my job, as a general matter, to negotiate our license agreements or to participate in discussions with our licensees. To the best of my recollection, I did not negotiate any of our license agreements with International Business Machines Corporation ("IBM") or Sequent Computer Systems, Inc. ("Sequent").
5. It is possible that I offered legal services to representatives of AT&T concerning our agreements with IBM or Sequent. However, I do not have any specific recollection of doing any work regarding these agreements and, even if I did, I believe that any advice I might have given regarding any UNIX System V agreement would be protected from disclosure by the attorney-client privilege and I would be unwilling to disclose it absent AT&T's consent.
6. Without disclosing any legal advice that I may have rendered while employed at AT&T (or any requests I may have received for legal advice), I can say that,

as I understood AT&T's UNIX System V licensing agreements, AT&T did not intend to assert ownership or control over modifications and derivative works prepared by licensees, except to the extent of the original UNIX System V source code included in such modifications and derivative works. Accordingly, a licensee was free to do with as it wished (*e.g.*, use, copy, distribute or disclose) code developed by or for the licensee in its modifications and derivative works, provided that the licensee did not use, copy, distribute or disclose any portions of the original UNIX System V source code provided by AT&T (except as otherwise permitted by the license agreements).

7. I declare under penalty of perjury that the foregoing is true and correct.

Executed: June 17, 2004.

Rocky Hill, New Jersey



Geoffrey D. Green