

EXHIBIT 22

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Attorneys for The SCO Group, Inc.

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

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

v.

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

Defendant/Counterclaim-Plaintiff.

**DECLARATION OF CHRISTOPHER
S. SONTAG**

Case No. 2:03CV0294DAK
Honorable Dale A. Kimball
Magistrate Judge Brooke C. Wells

1. I submit this declaration in connection with The SCO Group, Inc. v. International Business Machines Corporation, Civil Action No. 2:03CV-0294 DAK (D. Utah 2003), and The SCO Group v. Novell, Inc., Civil Action No. 2:04CV00139 DAK (D. Utah 2004). I make this declaration based upon personal knowledge.

2. I am Senior Vice President of the SCO Group, Ltd. I have been with the SCO Group since October 11, 2002.

3. In late 2002 and early 2003, SCO began researching the intellectual property surrounding Linux. We learned that customers were using its proprietary UNIX libraries with Linux, but without the license necessary to use UNIX for this purpose. We began exploring licensing programs designed to protect our UNIX and Unixware assets from further dilution.

4. SCO presented its library licensing plan to multiple partners, including Oracle, Intel, Computer Associates, and Hewlett Packard, and was met with a favorable or ambivalent response. IBM, however, was opposed to the plan, and discouraged SCO from proceeding with the program. IBM was the only company to express such disapproval when the plan was first presented.

5. In December of 2002, I was a participant on a phone call between SCO executives and counsel and several IBM executives and attorneys. The IBM representative tried to persuade SCO not to issue the anticipated press release announcing the library licensing program or to begin its program.

6. I was also a participant in the phone call between Mr. McBride and Novell executive Greg Jones in November 2002. Mr. McBride expressed SCO's understanding that the intent of the Asset Purchase Agreement (APA) was that the copyrights to Unix

and Unixware had been transferred to SCO. Mr. Jones agreed with Mr. McBride. Mr. McBride then asked whether Mr. Jones was aware of any paperwork which reflected their understanding of the Asset Purchase Agreement. Mr. Jones said he would check.

7. Sometime thereafter, Mr. Jones called and explained that the documents relating to the APA were in storage and would be difficult to access. Instead, Mr. Jones proposed that someone at Novell simply sign a statement or letter confirming their mutual understanding that SCO had acquired the UNIX copyrights, rather than trying to find the old documents in storage.

8. I spoke with Mr. Jones in February of 2003 and asked him to sign a letter consistent with our previous conversations, clarifying and stating that it was our mutual understanding of the APA agreement that the copyrights had in fact been transferred pursuant to the APA Agreement. Following that phone call, I emailed to Mr. Jones a letter, which was prepared for his signature, clarifying that all right, title and interest in and to the SVRX copyrights had been transferred to SCO in the Asset Purchase Agreement. A redacted copy of that email and the letter I sent are attached hereto as exhibits 1 and 2, respectively.

9. At the time I discussed this clarification from Novell, I was not aware of Amendment No. 2 of the APA, which unequivocally states that the copyrights were among the assets transferred to SCO in the APA. If I had been familiar with Amendment No. 2, I would not have thought it necessary to seek any clarification from Novell.

10. I understand that Mr. Greg Jones has submitted a declaration in support of IBM's motion for summary judgment, in which he states that SCO repeatedly contacted Novell requesting that Novell transfer the UNIX copyrights to SCO. I strongly disagree

with Mr. Jones. I did not, at any time, ask him or Novell to transfer those rights to SCO or to amend the Asset Purchase Agreement (APA).

11. At no time in these conversations did Mr. Jones state or imply that SCO did not own the Unix and Unixware copyrights, and in fact consistently agreed that the copyrights had transferred to SCO.

12. In early 2003, Mr. Jones contacted us and said that Novell would not issue the clarification we had discussed. Mr. Jones said that it was not that Novell did not agree with SCO's position, but that they did not want to be involved or to take any position. Mr. Jones further said that Novell was "not interested in Unix anymore."

13. From July 21, 2003 to August 31, 2004, I supervised Gregory Blepp, and ultimately terminated his employment.

14. I understand that Mr. Blepp is quoted as saying "you don't put everything on the table at the start, but instead you bring out arguments and evidence piece by piece" (IBM Ex. 375).

15. If Mr. Blepp in fact said this, it is not accurate. His statement is not consistent with anything Mr. Blepp was instructed by me or by SCO, and does not reflect SCO's position or strategy at this time or any time.

16. Furthermore, Mr. Blepp is from Munich, and was a SCO sales person in Germany. Mr. Blepp was not familiar with the American legal system.

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

November 4, 2006



Christopher Sontag

EXHIBIT 1

REDACTED

—Original Message—

From: Chris Sontag [mailto:csontag@sco.com]

Sent: Thursday, February 20, 2003 10:36 AM

To: Greg Jones (gsjones@novell.com)

Subject:

Greg,

Attached is a first cut at a side letter to clarify the issues that we discussed yesterday. I will give you a call later, or feel free to call me on my cell at 801-918-8549.

Regards,

Chris Sontag

2/16/2006

SCOR10729

EXHIBIT 2

[SCO letterhead]

February 10, 2003

NOVELL, Inc.

Re: Asset Purchase Agreement by and Between
the Santa Cruz Operation, Inc. and Novell, Inc.
dated as of September 19, 1995

Dear: _____

This letter clarifies the intent of the parties with respect to the above-captioned transaction.

It is our understanding that the Asset Purchase Agreement by and Between the Santa Cruz Operation, Inc. and Novell, Inc. dated as of September 19, 1995 (the "Asset Purchase Agreement") transferred all of the rights and obligations under the various AT&T SVRX Software Agreements and Sublicensing Agreements (the "AT&T SVRX Agreements") from Novell to SCO, excepting only the ongoing right to receive royalty payment streams according to the terms specified in the Asset Purchase Agreement.

We wish to clarify the following:

1. That all right, title and interest in and to copyrights associated with the AT&T SVRX Agreements held by Novell at the time of the Asset Purchase Agreement were intended to be part of the Included Assets identified in Schedule 1.1 (a);
2. That no right title or interest in and to copyrights associated with the AT&T SVRX Agreements otherwise held by Novell at the time of the Asset Purchase Agreement were intended to be part of Excluded Assets identified in Schedule 1.1 (b); and
3. That no right title or interest whatsoever in and to the trademark "UNIX" was intended to be part of the Included Assets identified in Schedule 1.1 (a).

Please confirm your concurrence with the above by countersigning this side letter of understanding in the space provided below.

Sincerely yours,

Agreed and accepted:

The SCO Group

Novell, Inc.

Christopher S. Sontag
Senior Vice President
Operating Systems Division

Name: _____
Title: _____
Date: _____