MORRISON & FOERSTER LLP
Michael A. Jacobs, *pro hac vice*
David E. Melaugh, *pro hac vice*
425 Market Street
San Francisco, CA 94105-2482
Telephone: (415) 268-7000
Facsimile: (415) 268-7522

ANDERSON & KARRENBERG
Thomas R. Karrenberg, #3726
Heather M. Sneddon, #9520
700 Chase Tower
50 West Broadway
Salt Lake City, UT 84101
Telephone: (801) 534-1700
Facsimile: (801) 364-7697

Attorneys for Defendant and Counterclaim-Plaintiff Novell, Inc.

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

THE SCO GROUP, INC., a Delaware corporation, Plaintiff and Counterclaim-Defendant, v. NOVELL, INC., a Delaware corporation, Defendant and Counterclaim-Plaintiff.	**[NOVELL PROPOSED] FINAL JUDGMENT** Case No. 2:04CV00139 Judge Dale A. Kimball

Whereas by Memorandum Decision and Order dated August 10, 2007, the Court having ruled on the parties' summary judgment motions, and the matter having come before the Court for trial on April 29 and 30 and May 1 and 2, 2008, and the Court having issued its Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, and the parties having stipulated or moved to dismiss the claims remaining after the foregoing Orders, and the Court having considered the submissions of the parties concerning the entry of Final Judgment, and good cause appearing, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. SCO's claims for Slander of Title (Count I) and Specific Performance (Count III) are dismissed pursuant to the Court's Memorandum Decision and Order dated August 10, 2007.

2. SCO's claims for Breach of Contract (Count II), Copyright Infringement (Count IV), and Unfair Competition (Count V) are dismissed pursuant to the Court's Memorandum Decision and Order dated August 10, 2007, insofar as these claims are based on ownership of pre-APA UNIX and UnixWare copyrights.

3. The remaining portions of SCO's claims for Breach of Contract (Count II), Copyright Infringement (Count IV), and Unfair Competition (Count V) are voluntarily dismissed with prejudice, without the possibility of renewal following appeal.

4. With respect to Novell's claims for Declaratory Relief (Count IV), pursuant to the Court's Memorandum Decision and Order dated August 10, 2007, Novell is entitled to direct SCO to waive claims against IBM, Sequent, and other SVRX licensees; Novell is entitled to waive such claims on SCO's behalf; and SCO is obligated to recognize such a waiver. In addition, pursuant to the Court's Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, SCO was not authorized under the APA to amend, in the 2003 Sun Agreement, Sun's 1994 SVRX buyout agreement with Novell, and SCO needed to obtain Novell's approval before entering into the amendment; but SCO was fully authorized under the APA to enter into the 2003

Microsoft Agreement and the SCOsource Agreements with Linux end-users without any approval by Novell.

5. With respect to Novell's claims for Constructive Trust/Restitution/Unjust Enrichment (Count VI), Breach of Fiduciary Duty (Count VII), and Conversion (Count VIII), pursuant to the Court's Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, Judgment is hereby entered in favor of Novell for $2,547,817, for the revenues from the 2003 Sun Agreement attributable to the unauthorized amendment of the SVRX confidentiality provisions in Sun's 1994 SVRX buyout agreement with Novell. Pursuant to the parties' agreement reflected in Novell's Unopposed Submission Regarding Prejudgment Interest dated August 29, 2008, that award is increased by $918,122 in prejudgment interest through August 29, 2008, plus $489 per diem thereafter until the date of this Judgment.

6. Further with respect to Novell's claim for a Constructive Trust (Count VI), as reported in Novell's Submission Regarding the Entry of Final Judgment dated August 29, 2008, the parties have reached an agreement as to the amount of the constructive trust ($625,486.90), and the parties will be reporting that amount to the Bankruptcy Court in the related bankruptcy proceeding, if they have not already done so.

7. Novell's claim for Accounting (Count IX) is mooted by the Court's Memorandum Decision and Order dated August 10, 2007.

8. Pursuant to the parties' Joint Statement dated August 17, 2007, and Supplemental Joint Statement dated August 24, 2007, Novell's claims for Slander of Title (Count I), Breach of Contract (Count II), and Declaratory Relief (Count V) are voluntarily dismissed, with the right to pursue these claims only in this action, should there be a subsequent adjudication or trial in this action.

9. Pursuant to the Court's Order dated September 7, 2007, granting Novell's Motion to Voluntarily Dismiss Its Third Claim for Relief dated August 24, 2007, Novell's claim for Breach

of Contract (Count III) is voluntarily dismissed, with the right to pursue this claim only in this action, should there be a subsequent adjudication or trial in this action.

DATED: _____, 2008

BY THE COURT:

_____
Judge Dale A. Kimball
United States District Court Judge