EXHIBIT B

October 2, 2007

TANNER LC
THE CRITICAL KNOWLEDGE SOURCE

BUSINESS ADVISORS
AND CERTIFIED PUBLIC ACCOUNTANTS

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Audit Committee of the Board of Directors
c/o Mr. Dan Campbell, Chairman
The SCO Group, Inc.
355 South 520 West
Lindon, Utah 84042

Dear Audit Committee Members:

This letter documents our understanding of the arrangements for the services we are to perform for The SCO Group, Inc. and subsidiaries (collectively, the Company) for the fiscal year ended October 31, 2007, and for each of the quarters ended January 31, 2008, April 30, 2008 and July 31, 2008.

Audit

We will perform an audit of the Company's consolidated financial statements as of and for the year ending October 31, 2007, which will be prepared in accordance with U.S. generally accepted accounting principles. The objective of an audit of financial statements is to express an opinion on those statements.

As management and the audit committee of the Company are aware, the Securities and Exchange Commission (SEC) has issued rules as required under Section 404 of the Sarbanes-Oxley Act. Upon their effective date, these rules will require management to issue an annual report that will include its assessment of the Company's internal controls over financing reporting. The Company's auditors must attest to a report on management's assessment. This arrangement letter does not include our fees to consult with management regarding the requirements of Section 404 and the related rules or to perform any attestation in accordance with standards established by the SEC in this area.

We will conduct our audit of the consolidated financial statements in accordance with standards established by the Public Company Accounting Oversight Board (PCAOB). Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

An audit of financial statements also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

We will communicate all significant deficiencies and material weaknesses that we identify during our audit to both management and the audit committee in writing prior to issuing our report on internal control over financial reporting. In the event that we determine audit committee oversight to be ineffective and further determine that such ineffectiveness constitutes a significant deficiency or a material weakness, we will communicate our conclusion in writing directly to the board of directors.

We will also communicate any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements, (b) illegal acts that come to our attention (unless they are clearly inconsequential), (c) disagreements with management and other serious difficulties encountered in performing our audit, and (d) various matters related to the Company's accounting policies and financial statements to the audit committee prior to the issuance of our report on the financial statements.

Management is responsible for the financial statements, including adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is also responsible for providing us with written management representation letters confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest periods presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the Company complies with laws and regulations applicable to its activities, and for informing us of any known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management, (b) employees who have significant roles in internal control and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, analysts, regulators, short sellers or others.

Management is responsible for providing us with a written management representation letter that confirms certain representations regarding internal control, and for disclosing whether, subsequent to the date of management's assertion, there were any changes in internal control or other factors that might significantly affect internal control, including any corrective actions taken by management with regard to identified significant deficiencies and material weaknesses.

The audit committee is responsible for informing us of its views about the risks of fraud within the Company, and its knowledge of any fraud or suspected fraud affecting the Company.

If circumstances arise relating to the condition of the Company's records, the availability of sufficient, competent evidential matter, or indications of a significant risk of undetected material misstatements or material weaknesses which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

From time to time and depending upon the circumstances, non-firm personnel may participate in the services we provide to you. As a result, in some cases, we may disclose Company information to such persons. We require that all of our affiliates, agents and contractors observe our policies concerning confidential client information that we provide to them.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Company's books and records. The Company will determine that all such data, if necessary, will be so reflected. Accordingly, the Company will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Company personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jean Acheson, Controller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our reports in the appropriate timeframes and at the level of fees communicated.

We understand that the Company intends to include our reports in its annual report to shareholders on Form 10-K to be filed with the SEC and make reference to us in such documents as auditors. The Company agrees to provide us with printer's proofs or masters of all such documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is filed or distributed. The Company also agrees to obtain our permission prior to including our reports or making reference to us in any other document used in a public or private offering of equity or debt securities. The Company agrees to promptly supply us with any comment letter or other communication received from the SEC relating to the financial statements or other information with which our reports have been associated and to provide us with a copy of the Company's proposed response for our review before such response is submitted.

The SEC requires electronic filing of certain information in connection with its Electronic Data Gathering, Analysis and Retrieval (EDGAR) system. The Company agrees that before filing any document with which we are associated, in electronic format with the SEC or others, the Company will provide us with a printed copy of the information proposed to be filed. We will provide the Company with a signed copy of our reports, consents and/or other relevant document after completing our review. These manually signed documents will authorize the use of our name prior to any electronic transmission by you. For our files, the Company will provide to us a complete copy of the document as accepted by EDGAR or others.

Reviews

We will review the Company's interim financial information included in the Forms 10-Q to be filed with the SEC for each of the fiscal quarters ended January 31, 2008, April 30, 2008 and July 31, 2008. During the course of these reviews, we will also perform certain auditing procedures in the areas of revenue recognition and equity transactions preparatory to our year-end audit procedures.

We will conduct our reviews of the interim financial information referred to above in accordance with the professional practice standards established by the Public Company Accounting Oversight Board (PCAOB). Those standards require that we plan and perform the reviews to obtain a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles. The reviews will consist primarily of performing analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the auditing standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we will not express an opinion on the interim financial information.

A review includes obtaining sufficient knowledge of the Company's business and its internal control as it relates to the preparation of both annual and interim financial information to: 1) identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence and 2) select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.

A review is not designed to provide assurance on internal control over financial reporting or to identify significant deficiencies or material weaknesses. It is also not designed, and cannot be relied upon, to disclose errors, fraud or illegal acts, should any exist. However, we will communicate to management and the audit committee any significant deficiencies or material weaknesses that come to our attention, and any errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

If circumstances relating to the conditions of the Company's records were to arise during the course of our work which, in our professional judgment, prevent us from completing the reviews, we will notify you immediately. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

Management is responsible for the interim financial information, including adjusting the interim financial information to correct material misstatements, and for making all financial records and related information available to us. Management is also responsible for providing us with a written management representation letter confirming certain representations made during the course of our reviews of the interim financial information and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the interim financial information taken as a whole.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the Company complies with laws and regulations applicable to its activities, and for informing us of any known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management, (b) employees who have significant roles in internal control and (c) others where the fraud could have a material effect on the interim financial information. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, analysts, regulators, short sellers or others.

The audit committee is responsible for informing us of its views about the risks of fraud within the Company, and its knowledge of any fraud or suspected fraud affecting the Company.

Upon the completion of our reviews and prior to the filing of the Forms 10-Q, we will meet with or otherwise discuss the results of our review with the audit committee or its chair and a representative of financial management of the Company.

The SEC requires electronic filing of certain information, including Form 10-Q, in connection with its Electronic Data Gathering, Analysis and Retrieval (EDGAR) system. The Company agrees that before filing any document with which we are associated, in electronic format with the SEC

or others, the Company will provide us with a printed copy of the information proposed to be filed. For our files, the Company will provide to us a complete copy of the document as accepted by EDGAR.

Audit and Reviews

Our fees for the audit services will approximate $196,000, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our fees for each of the quarterly reviews will be $22,500. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. All audit fees will be due in full prior to filing the Form 10-K with the SEC, and any balances remaining unpaid after 30 days from the date of the invoice will be charged interest at 1.5% per month.

In accordance with our firm policies, work may be suspended if payments are not made according to the payment plan described above and will not be resumed until your account is paid current. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event we are requested or authorized by the Company or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Without informing us prior to such solicitation, the Company will not solicit for employment or for a position on its Board of Directors any current or former partner or professional employee of Tanner LC, if such partner or professional employee has been involved in the performance of any service for the Company at any time during the two years preceding the date of such solicitation.

This letter constitutes the complete and exclusive statement of agreement between Tanner LC and the Company, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements, as the Company understands them, please sign and date the enclosed copy and return it to us.

Tanner LC

By: _____
Kent M. Bowman, Partner

cc: Mr. Ken Nielsen, CFO
Ms. Jean Acheson, Controller

Confirmed on behalf of The SCO Group, Inc.:

_____ _____
Dan Campbell Date
Audit Committee Chairman

_____ _____
Ken Nielsen Date
Chief Financial Officer