

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

THE SCO GROUP, INC., a )  
Delaware corporation, ) Deposition of:  
 )  
Plaintiff, ) CHRIS SONTAG  
 )  
vs. )  
 )  
NOVELL, INC., a Delaware ) Case No. 2:04CV00139  
corporation, )  
 ) Judge Dale A. Kimball  
Defendants. )

MARCH 14, 2007 \* 9:30 a.m.

Location: Anderson & Karrenberg  
700 Chase Tower  
50 West Broadway  
Salt Lake City, Utah 84101

Reporter: Diana Kent, CSR, RPR, CRR  
Notary Public in and for the State of Utah  
Videographer: Max Nelson, CLVS

1 the SC0source umbrella.

2 Q. Okay. I think we were talking about who  
3 else over time has devoted a substantial portion of  
4 their time to SC0source and you mentioned Bill  
5 Broderick, and you mentioned Larry Gasparro I think  
6 headed a sales team?

7 A. Uh-huh (affirmative).

8 Q. Any other individuals?

9 A. Jay Peterson, who was kind of my technical  
10 lead for gathering source code on repositories or  
11 answering technical questions for various customers  
12 and so on.

13 Q. Did he have anyone working with him?

14 A. No, he did not.

15 Q. Okay. And what about Larry Gasparro; who  
16 was on his team?

17 A. I can't remember. He had two or three  
18 people working for him. Greg Pettit was one that I  
19 can remember. And then I can't remember the name.  
20 At least one other person that was working for Larry.

21 Q. And what were Bill Broderick's main areas  
22 of responsibility for SC0source?

23 A. Contracts administration.

24 Q. And what does that mean?

25 A. He was responsible for kind of doing the

1 day-to-day negotiations on contracts or drafting of  
2 contracts that in many cases were ultimately reviewed  
3 by the legal team. But he would be the day-to-day  
4 contracts administrator.

5 Q. Did he have anyone working under him on  
6 SC0source tasks?

7 A. No, he did not.

8 Q. And when you say "the legal team," is that  
9 in-house or outside counsel?

10 A. Both.

11 Q. Who would that encompass?

12 A. It would involve Ryan Tibbitts, a number  
13 of attorneys from the Boies, Schiller & Flexner law  
14 firm, as well as Kevin McBride.

15 Q. And who was most involved in talking  
16 directly with potential licensees under the SC0source  
17 initiatives?

18 MS. BORUCHOW: Object to form.

19 A. Can you be more specific?

20 Q. Well, who at SC0 -- you've mentioned a  
21 number of people who had areas of responsibility in  
22 SC0source. Whose job would it be to be talking  
23 actually with potential licensees?

24 A. That would have been myself, along with  
25 Larry Gasparro and his team.

1 under oath?

2 A. Yes.

3 Q. Anything you need to correct or clarify  
4 from this morning?

5 A. No, I don't believe so.

6 Q. Okay. So can you tell me again when was  
7 the first time you think anyone came up with numbers  
8 in terms of projections for the revenue that  
9 SCOSource would generate?

10 A. I think by April or May of 2003, we  
11 started developing some kind of high level  
12 projections of what we expected to be able to be  
13 accomplished with the SCOSource right-to-use  
14 licensing program. And it was based on the  
15 projections of commercial use of Linux and servers  
16 that was somewhere on the order of, by that time,  
17 about 2 million commercial servers. But we believed  
18 that number could be substantially higher because  
19 there wasn't really effective reporting mechanisms,  
20 and that it was having a fairly high growth rate. So  
21 by this time now, it's on the order of 10 to 20  
22 million installed servers as of 2007.

23 But based on our pricing that we had, we  
24 viewed that ultimately we should be able to get a  
25 hundred percent adoption of our UNIX or our

1 right-to-use license with the commercial use of  
2 Linux. So whatever the current installed base is, we  
3 thought we should be able to get the entire  
4 commercial use licensed appropriately. It's just how  
5 quickly that could occur.

6 Q. Which is the right-to-use license, again?

7 A. The license -- the right-to-use license  
8 for Linux.

9 Q. The IP license?

10 A. Well, no. The right-to-use license for  
11 Linux that provided the covenant not to sue.

12 Q. Is that the Microsoft Sun type  
13 arrangement?

14 A. No. That was the license for Linux users.

15 Q. And that was entities such as -- who took  
16 those licenses?

17 A. Any commercial user who --

18 Q. No. Who actually took them?

19 A. EV1 was a licensee. Questar Gas  
20 ultimately was a licensee. A number of retailers and  
21 a few others, many of whom I no longer remember the  
22 names of.

23 Q. You were saying before that the IP was  
24 such a valuable asset, and protecting that was the  
25 primary goal of SC0source. I mean, if that's true,

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REPORTER'S CERTIFICATE

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

I, Diana Kent, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That prior to being examined, the witness, Christopher S. Sontag, was by me duly sworn to tell the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in stenotype on March 14, 2007, at the place therein named, and was thereafter transcribed and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that, in accordance with Rule 30(e), a request having been made to review the transcript, a reading copy was sent to Attorney Sashi Boruchow for the witness to read and sign before a notary public and then return to me for filing with Attorney Mark Pernick.

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND AND OFFICIAL SEAL this 27th day of March, 2007.

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Diana Kent, RPR, CRR  
Notary Public  
Residing in Salt Lake County