

EXHIBIT 1

SUBLICENSE AGREEMENT

This Sublicense Agreement is made and entered into on the _____ day of _____, 2011, by and between The SCO Group, Inc. (referred to herein as “Sublicensor”), a corporation of the State of Delaware, with its place of business at 333 South 520 West, Suite 170, Lindon, Utah 84042-1911, U.S.A., and unXis, Inc. (referred to herein as (“Sublicensee”), a Delaware corporation with its place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19807.

WHEREAS, by an Asset Purchase Agreement, dated as of January 19, 2011 (the “Purchase Agreement”), among the Buyer and the Seller, as defined therein, the Buyer has agreed to purchase the Acquired Assets from the Seller; and

WHEREAS, as a part of the purchase price for the Acquired Assets, the Seller has agreed to grant a nonexclusive sublicense to the Licensed Properties, as defined in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the parties agree to the following terms and conditions:

1. GRANT OF RIGHTS

- 1.1 Sublicensor grants to Sublicensee a personal, nontransferable (except as provided in Section 9), nonexclusive, non-sublicenseable (except as provided herein), royalty free right and sublicense to use the Licensed Properties, as defined in the Purchase Agreement, which shall include the copyrights owned by Novell, Inc., as determined in the Memorandum Decision and Order Denying SCO’s Renewed Motion for Judgment as a Matter of Law, or in the Alternative, for a New Trial and by the Findings of Fact and Conclusions of Law of the United States District Court of Utah on June 10, 2010, in accordance with this Agreement, including the right to modify and create derivative works of such Licensed Properties.
- 1.2 Sublicensee shall not have the right to, and agrees that it shall not, sublicense, distribute or otherwise provide, disclose or transfer the Licensed Properties, in whole or in part, to any third party except as provided below in this Section 1. Sublicensee shall maintain the Licensed Properties in strict confidence in accordance with the confidentiality provisions of this Agreement.
- 1.3
 - (a) Sublicensee may create and sublicense binary products of the Licensed Properties solely in conjunction with Sublicensee’s use of the Acquired Assets, as defined in the Purchase Agreement.
 - (b) Sublicensee may distribute such binary products of the Licensed Properties and any other modifications or derivative works based upon the Licensed Properties on terms consistent with the terms and conditions of this Agreement.
 - (c) Sublicensee may permit access to Licensed Properties by its contractors and allow use of Licensed Properties by its contractors, provided such access and use is exclusively for Sublicensee in connection with work called for in written

agreements between Sublicensee and such contractors in accordance with Section 1.3(f) of this Agreement.

- (d) Any claim, demand or right of action arising on behalf of a contractor from the furnishing to it or use by it of Licensed Properties shall be solely against Sublicensee.
 - (e) Contractors shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of Licensed Properties as those undertaken by Sublicensee under this Agreement.
 - (f) When a contractor's work for Sublicensee is completed, all copies of Licensed Properties furnished to such contractor or made by such contractor and all copies of any modifications or derivative works made by such contractor based on such Licensed Properties shall be returned to Sublicensee or destroyed, including any copies stored in any computer memory or storage medium.
 - (g) A contractor may not acquire any ownership interest in any modification or derivative work prepared by such contractor based on or using any Licensed Properties subject to this Agreement unless such contractor also becomes a sublicensee of Sublicensor for such Licensed Properties.
 - (h) Sublicensee and any such contractor shall enter into a written agreement before or at the time of permitting access to or allowing use of any Licensed Properties by a contractor or furnishing any Licensed Properties to a contractor. Such written agreement shall be consistent with the requirements of this Section 1.3. Copies of such agreements shall be provided to Sublicensor on request; however, portions of such agreements not required by this Section may be deleted from such copies.
- 1.4 On Sublicensor's request, but not more frequently than annually, Sublicensee shall furnish to Sublicensor a statement, certified by an authorized representative of Sublicensee, stating that the use by Sublicensee of Licensed Properties subject to this Agreement has been reviewed and that each such Licensed Property is being used in full compliance with the provisions of this Agreement.

2. DELIVERY

- 2.1 Upon execution of this Agreement, Sublicensor will provide Sublicensee with a copy of the current version of the Licensed Properties.
- 2.2 From time to time, and at its sole discretion, Sublicensor may provide additional deliveries of Licensed Properties or elements of Licensed Properties to Sublicensee which may consist of the following:
 - (a) Revised source and/or object code for any Licensed Properties.
 - (b) New or modified documentation or information regarding such documentation.

All such additional deliveries of Licensed Properties furnished to Sublicensee with respect to any Licensed Properties shall be deemed to be part of such Licensed Properties and shall be governed by the terms and conditions of this Agreement.

- 2.3 No support is provided with the delivery of the Licensed Properties. However, Sublicensee may acquire support, if available, from Sublicensor under a separate technical service agreement on an annual fee basis.

3. FEES AND AUDIT

- 3.1 Sublicensor grants Sublicensee a fee free right to use for the Licensed Properties.
- 3.2 Sublicensee shall pay all taxes, including any use tax (and any related interest or penalty), however designated, imposed as a result of the existence or operation of this Agreement, except any income tax imposed upon Sublicensor by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia). If Sublicensor is required to collect a tax to be paid by Sublicensee, Sublicensee shall pay such tax to Sublicensor on demand.
- 3.3 Sublicensor may cause an audit to be made at its expense (except as provided herein) of the applicable records to verify Sublicensee's compliance under this Agreement. Any such audit shall be conducted during regular business hours at Sublicensee's offices and in such a manner as not to interfere with Sublicensee's normal business activities.

4. TERM OF AGREEMENT; OBLIGATIONS UPON TERMINATION

- 4.1 This Agreement will commence on the date it is executed by an authorized Sublicensor signatory and shall continue until the Agreement is terminated by either party pursuant to this Section ("Term").
- 4.2 Sublicensee may terminate this Agreement by written notice to Sublicensor certifying that Sublicensee has discontinued use of and returned or destroyed all copies of the Licensed Properties subject to this Agreement. Should Sublicensee breach any provision of this Agreement and fail to remedy such breach within sixty (60) days of written notice thereof, Sublicensor may, upon its election and in addition to any other rights and remedies provided by law or equity or this Agreement, terminate this Agreement immediately upon written notice to Sublicensee.

5. INTELLECTUAL PROPERTY RIGHTS

No title to or ownership of Licensed Properties or copies of software acquired under this Agreement is transferred to Sublicensee. Notwithstanding any provision of this Agreement to the contrary, Sublicensee acknowledges that Sublicensor owns or licenses from a third party and retains all title, ownership or license rights, as applicable, of all intellectual property rights in the Licensed Properties, including all software, firmware, copies of software, documentation and related materials that are acquired, produced or shipped by Sublicensor under this Agreement. Such title and ownership by Sublicensor extends to any modifications to and derivative works from software acquired under this Agreement. Sublicensor does not transfer any portion of such title and ownership, or any of the associated goodwill, to Sublicensee, and this Agreement should not be construed to grant Sublicensee any right or license, whether by implication, estoppel or otherwise, except as expressly provided. Sublicensee agrees to be bound by and observe the obligations imposed on Sublicensee under this Agreement with regard to the Licensed

Properties acquired under this Agreement.

6. DISCLAIMER/LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, LICENSED PROPERTIES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SUBLICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL SUBLICENSOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, OR FOR LOSS OF DATA OR USE OF DATA. IN NO EVENT SHALL SUBLICENSOR'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING HEREUNDER.

APART FROM DAMAGE TO SUBLICENSOR CAUSED BY AN INFRINGEMENT BY SUBLICENSEE OF SUBLICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED TWO HUNDRED THOUSAND DOLLARS.

7. NOTICES AND REQUESTS

Notices and requests are to be sent to the following addresses:

Sublicensee unXis, Inc.
 2711 Centerville Road
 Suite 400
 Wilmington, DE 19807
 Attention: Mr. Richard Bolandz

Telephone No: _____

Sublicensor: The SCO Group, Inc.
 333 South 520 West
 Suite 170
 Lindon, Utah 84042-1911
 Attention: Legal Department

Telephone No: 801-765-4999

or to such other address as the party to receive the notice so designates by written notice to the other party.

8. ACTS BEYOND PARTIES' CONTROL

Neither party shall be liable for any delay or failure in its performance hereunder due to any cause beyond its control provided, however, that this provision shall not be construed to relieve Sublicensee of its obligation to make any payments pursuant to this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT OF RIGHTS

Neither party may assign, or otherwise transfer, its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without written consent will be null and void. Notwithstanding the foregoing, either party may assign or otherwise transfer this Agreement, or delegate its duties and obligations under this Agreement, in whole or in part, to a Subsidiary. Further, either Party may assign or otherwise transfer this Agreement, or delegate its duties and obligations under this Agreement in connection with the sale or transfer of substantially all of the assets in total or of a business unit, without the consent of the other Party provided the assignee agrees in writing to assume all of the obligations of the transferring party under this Agreement, but the assigning Party will promptly notify the other Party of any such assignment or transfer

10. CONTROLLING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware and the United States of America, specifically excluding the United Nations Convention on Contracts for the International Sale of Goods, and without giving effect to conflict of laws. Any litigation or arbitration between the parties shall be conducted exclusively in the State of Delaware. Sublicensee expressly consents to the jurisdiction of such courts. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law. Nothing in this Section will prevent Sublicensor from seeking injunctive relief against Sublicensee or filing legal actions for payment of outstanding and past due debts in the courts of the Authorized Territory.

11. EXPORT REGULATIONS

Sublicensee shall follow all laws and regulations of the United States with respect to the exporting of Licensed Properties. Sublicensee hereby agrees not to re-export, nor will it permit any of its end users to re-export, any Licensed Properties, or any bundled product incorporating the Licensed Properties without first obtaining the required U.S. Government export licenses. Sublicensee further acknowledges and represents that it is knowledgeable about U.S. Government export licensing requirements or that it will become so prior to engaging, directly or indirectly, in any export transaction involving the Licensed Properties. Sublicensee agrees that its obligations under this provision shall survive and continue after any termination of the Agreement.

12. WAIVER

The waiver of any breach or default hereunder by either party shall not constitute the waiver of any subsequent breach or default.

13. SUBLICENSEE AS AN INDEPENDENT CONTRACTOR

Sublicensee shall at all times be an independent contractor and shall not be or represent itself to be an agent, partner, employee or the like of Sublicensor.

14. SEVERABILITY

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties will seek in good faith to agree on replacing an invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision.

15. CONFIDENTIALITY

Each party shall at all times retain in confidence all confidential and/or proprietary information and know-how disclosed or made available by the other. The recipient shall make no use of such information and know-how, including methods and concepts utilized within the Licensed Properties, except under the terms and for the duration of the Agreement. The parties hereby agree that all the terms and conditions of this Agreement and exhibits hereto shall be treated as confidential material and shall not be disclosed without the prior written consent of the disclosing party.

Confidential and/or proprietary information shall not include information the recipient can document: (a) is in or (through no improper action or inaction by the recipient) enters the public domain; (b) was rightfully in its possession or known by it prior to receipt from the disclosing party; (c) was rightfully disclosed to it by another person without restriction; or (d) was independently developed by it by persons without access to such information and without use of any confidential and/or proprietary information of the disclosing party.

Each party, with prior written notice to the disclosing party, may disclose confidential and/or proprietary information to the minimum extent possible that is required to be disclosed pursuant to the lawful requirement or request of a government entity or agency, provided that reasonable measures are taken to guard against further disclosures, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Sublicensee and Sublicensor regarding the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, and understandings of any nature whatsoever. This Agreement may be modified only in a writing executed by an authorized representative of the party to be charged. Any terms set forth on any purchase order or other document submitted to Sublicensor which are in conflict with or in addition to the terms of this Agreement shall be null and void.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

SUBLICENSOR:

SCO GROUP, INC.

By: _____
Edward Cahn, solely in his capacity as
Chapter 11 Trustee for The SCO Group, Inc. and
SCO Operations, Inc.

SUBLICENSEE:

UNXIS, INC.

By: _____
Name: Richard Bolandz
Title: Chief Executive Officer