

EXHIBIT 7

ORIGINAL

THE SCO GROUP, INC. REFERENCE SOFTWARE AGREEMENT

This Agreement is between The SCO Group, Inc. for itself or its Subsidiaries (collectively referred to herein as ("SCO"), a corporation of the State of Delaware, with its place of business at 355 South 520 West, Suite 100, Lindon, Utah 84042 USA, and Northrop Grumman Space and Mission Systems Corp, acting through its Space Technology sector, having a place of business at One Space Park, Redondo Beach, California, for itself, its subsidiaries, its affiliates and its consultants ("Licensee").

WHEREAS, SCO is a licensor, manufacturer and distributor of SCO, third party Open Source software and related products, materials and services, and

Subject to the terms and conditions of this Agreement, SCO will provide Licensee the right to acquire certain Reference Software Products. Each such Reference Software Product that is identified in an Exhibit to this Agreement is made part hereof.

In consideration of the mutual covenants contained in this Agreement, SCO and Distributor agree as follows:

1. DEFINITIONS

- 1.1 "CPU" means central processing unit.
- 1.2 "Computer Program" means any instruction or instructions, in source-code or object-code format, for controlling the operation of a CPU.
- 1.3 "SCO Software Product" means a Software Product made commercially available for license in source code form by SCO through a SCO Software Agreement.
- 1.5 "Reference Software Product" means a SCO Software Product or a Software Derivative of such SCO Software Product identified in an exhibit this Agreement.
- 1.6 "Software Derivative" means a third-party furnished derivative work of a SCO Software Product, or portion thereof.
- 1.7 "Software Product" means materials such as Computer programs, information used or interpreted by Computer programs and documentation relating to the use of Computer programs. Certain Software Products identified in an Order hereto may contain materials prepared by other developers.
- 1.8 "Source Code Exchange" means the distribution of a Software Derivative from a third-party licensee of SCO to Licensee upon verification by SCO, at the request of such third party licensee, of the equivalent SCO Software Product rights-to-use identified in an Order hereto. Such verification will be requested by such third-party licensee.
- 1.9 "Subsidiary" of a company means a corporation or other legal entity (i) the majority of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) the majority of the equity interest in which is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a Subsidiary of such company only so long as such control (or such ownership and control, as the case may be).

2. TERM AND TERMINATION

- 2.1 The term of this Agreement will commence on the date it is executed by an authorized SCO signatory and, shall remain in force for one (1) year (the "Initial Term"). Thereafter, this Agreement may be renewed for subsequent one (1) year periods (the "Renewal Term") and upon payment of the annual fees specified in the Exhibit A to this Agreement and unless (i) this Agreement is terminated by either party pursuant to Section 2.2 of this Agreement, or (ii) either party terminates for convenience by sending the other at least thirty (30) calendar days written notice thereof.
- 2.2 If Licensee fails to fulfill one or more of Licensee's obligations under this Agreement, SCO may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than two (2) months' written notice to Licensee specifying any such breach, unless within the period of notice all breaches specified therein shall have been remedied; upon such termination,

Licensee shall immediately discontinue use of and return or destroy, at SCO's option, all copies of Reference Software Products covered hereunder.

- 2.3 Upon thirty (30) days written notice to SCO and subject to payment of the appropriate fees, Licensee may elect to terminate Licensee's rights hereunder and to acquire more extensive rights under a separate SCO Software Agreement covering the applicable SCO Software Products.
- 2.4 The termination of this Agreement or Licensee's rights hereunder shall not relieve Licensee of Licensee's obligations to pay any fee hereunder. In the event of termination all fees that Licensee have become obligated to pay shall become immediately due and payable.

3. GRANT OF RIGHTS

3.1 Subject to the provisions and during the term of this License, SCO grants to Licensee a personal, nontransferable, nonassignable and nonexclusive limited right to use, in the United States, the Reference Software Product solely for Licensee's own internal business purposes for reference purposes only.

Such right to use does not include any right to:

- 1) modify such Reference Software Product or prepare derivative works based on such Reference Software Product; or
 - 2) to distribute, to any other party, Reference Software Product; or
 - 3) in the case of Object Code portions, if any, of Reference Software Product, to reverse engineer, reverse compile, disassemble or otherwise attempt to derive the Source Code of such portions.
- 3.2 No right is granted by this License for the use of Reference Software Product directly for others, or for any use of Reference Software Product by others.
- 3.3 No right is granted to Licensee to allow anyone other than Licensee's employees to use Reference Software Product. The term "employees" as used in this License means both direct and contract employees.

4. CONFIDENTIALITY

- 4.1 Licensee agree to hold all parts of Reference Software Products subject to this Agreement in confidence for SCO.
- 4.2 Licensee further agree that Licensee shall not make any disclosure of any or all of such Reference Software Products (including methods and concepts utilized therein) to anyone, except to Licensee's employees to whom such disclosure is necessary to the use for which rights are granted hereunder and who are under a binding obligation to keep such disclosure in confidence.
- 4.3 Licensee shall appropriately notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such employee.
- 4.4 If information relating to a Reference Software Product subject to this Agreement at any time becomes available without restriction to the general public by acts or omissions not attributable to Licensee or Licensee's employees, Licensee's obligations under this Section shall not apply to such information after such time.
- 4.5 Licensee's obligations of confidentiality shall survive termination of this Agreement.

5. SOURCE CODE ACQUISITION

Upon payment of the applicable fees set forth in the Exhibit A for a particular Reference Software Product, Licensee may obtain a copy of such Reference Software Product for limited use hereunder in one of the following ways:

- (a) in the case of a SCO Software Product, directly from SCO (if available); or
- (b) in the case of a Software Derivative, from another licensee of SCO for the associated SCO Software Product who has previously acquired the right, via a SCO Software Agreement, to provide such Software Derivative to certain SCO licensees via Source Code Exchange.

6. COPIES OF REFERENCE SOFTWARE PRODUCTS

Licensee may make copies of Reference Software Products solely for the uses granted hereunder. Each copy shall contain any copyright notices, proprietary notices or notice giving credit to another developer, which appear on or in the Reference Software Product being copied. All Licensee's obligations hereunder with respect to such Reference Software Product shall apply to each copy.

7. EXPORT

Licensee will not, without the prior written consent of the Reference Software Product provider, export, either directly or indirectly, Reference Software Products covered by this Agreement to any country outside of the United States. Licensee will obtain any and all necessary governmental export licenses for export or for any disclosure of a Reference Software Product to a foreign national.

8. TRADEMARKS

No right is granted herein to use any trademarks, trade devices, service marks or symbols, or other trade indicia, and abbreviations, contractions or simulations thereof (collectively "trademarks") owned by, or used to identify any product or service of, SCO (or a corporate affiliate thereof) or any third party including any third party who has contributed to any portion of a Reference Software Product. Licensee agree that you will not, without the prior written permission of SCO:

- (a) use any such trademark in advertising, publicity, packaging, labeling or in any other manner to identify any of Licensee's products or services or
- (b) represent, directly or indirectly, that any of Licensee's products or services is a product or service of SCO or such an affiliate or is made in accordance with or utilizes any information or documentation of SCO or such an affiliate.

9. FEES AND TAXES

- 9.1 The applicable fees are specified in an Exhibit made part hereof.
- 9.2 Licensee shall pay all taxes, including sales and use taxes (and any related interest or penalty), however designated, imposed as a result of this Agreement, except any income tax imposed upon SCO by any governmental entity within the United States (the fifty (50) states and the District of Columbia). Fees specified here do not include taxes. If SCO is required to collect a tax to be paid by Licensee, Licensee shall pay the amount of such tax to SCO on demand.
- 9.3 Fees provided for in Exhibits hereto are subject to change upon ninety (90) days written notice.

10. PAYMENTS

- 10.1 Licensee shall make payments to SCO in United States dollars. Licensee shall provide SCO with a purchase order for the fees due at the time Licensee returns the signed Agreement to SCO. Variance from or addition to the terms and conditions of this Agreement in any purchase order from Licensee will be of no effect, unless otherwise expressly provided in this Agreement. SCO shall invoice Licensee for such order on the date this Agreement is executed by SCO, and Licensee shall make payments to SCO in the currency specified on the invoice, or as otherwise agreed in writing. All payments under this Agreement shall be sent to the address specified on the invoice within thirty (30) calendar days of invoice date. SCO reserves the right to set a credit limit for OEM.
- 10.2 Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of three percent (3%) over the posted prime rate or successive posted prime rates in effect in New York City during delinquency. In no event shall such late payment charge exceed the maximum permitted by law for such charge.

11. NOTICES

- 11.1 Notices and other correspondence with SCO relating to this Agreement shall be sent to:
The SCO Group, Inc.
355 South 520 West, Suite 100
Lindon, Utah 84042

Attention: Legal and Corporate Affairs

11.2 Any statement, notice, request or other communication shall be deemed received when personally delivered, sent by facsimile, or three days after being sent via first-class mail postage pre-paid to either party at the addresses specified in this Agreement.

12. RECORD KEEPING

Licensee agree to keep records of each copy of Reference Software Products. Such records shall list the location of computer systems such Reference Software Product is installed on. Licensee agree to furnish reports detailing the procedures used to keep such records to SCO upon request.

13. WARRANTY

13.1 SCO warrants that it is empowered to grant the rights granted herein.

13.2 Except as set forth in Section 13.01, SCO (and other developers) make no representations or warranties with regard to Reference Software Products, expressly or impliedly. By way of example but not of limitation, SCO and other developers make no representations or warranties of merchantability or fitness for any particular purpose, or that the use of any Reference Software Product will not infringe any patent, copyright or trademark. SCO and other developers shall not be held to any claim by Licensee or a third party on account of, or arising from, the use of any Reference Software Product.

14. MISCELLANEOUS PROVISIONS

14.1 Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Licensee and any purported assignment or transfer shall be null and void.

14.2 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah 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 Utah.

15. ENTIRE AGREEMENT

This Agreement and its applicable Exhibits set forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions, communications, agreements or understandings between them with respect to such subject matter. This Agreement shall not be modified except by a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective upon the date of last execution.

THE SCO GROUP, INC.

LICENSEE

By: _____



Name: _____

MICHAEL P. ECCLES

Title: _____

VP Finance / Contracts

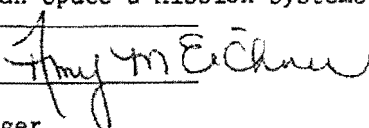
Date: _____

3/16/04

By: _____

Northrop Grumman Space & Mission Systems Corp

Name: _____

Amy M. Eichner 

Title: _____

Contracts Manager

Date: _____

12/01/03