

# EXHIBIT 8

## SOURCE FOR SUPPORT AGREEMENT

This Agreement is made and entered into on the date last executed by and between Caldera International, Inc. for itself or its Subsidiaries (collectively referred to herein as ("Caldera"), a corporation of the State of Delaware, with its place of business at 355 South 520 West, Lindon, Utah 84042, U.S.A. and Samsung Electronics Co., Ltd. (hereinafter "Licensee") a Korean corporation, with a place of business at 20F Daechi Building, #889-11, Daechi 4-dong, Kangnam-gu, Seoul, Korea.

This Agreement is available only to companies who have previously executed and retained in force agreements with The Santa Cruz Operation, Inc. ("Caldera") to distribute Packaged Product Copies and who have executed and retain in force agreements with Caldera for Packaged Product Copies support.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that, after Licensee's execution and Caldera's acceptance of this Agreement, the terms and conditions set forth in this Agreement shall apply to use by Licensee of Source Code Product(s) that become subject to this Agreement.
2. Caldera makes certain Source Code Product(s) available under this Agreement. Each such Source Code Product shall become subject to this Agreement on Caldera's acceptance of a Supplement for a Source Code License executed by Licensee for a specific Source Code Product. Any additional terms and conditions set forth in such Source Code License shall also apply with respect to such Source Code Product.
3. Additional Supplements for Source Code Licenses may be added to this Agreement to add additional Source Code Product(s) (and Support Sites and/or Designated CPUs therefor). Each such additional Source Code License shall be considered part of this Agreement when executed by Licensee and, if required, accepted by Caldera.

### 1. DEFINITIONS

- 1.1 "Code" shall mean computer programming instructions. Unless specifically stated otherwise, Code shall include Object Code, Source Code and any maintenance modifications or enhancements in existence and available for commercial release by Caldera at the time a Reference Source Code Product is licensed.
- 1.2 "Designated CPU" shall mean a single computer system designated by Licensee on which the Source Code Product will reside.
- 1.3 "Duplicating OEM" means a Reseller which is granted the right to duplicate and distribute copies of Master Software supplied by Caldera.
- 1.4 "End User" means any entity which acquires Caldera Standard Binary Products(s), directly or indirectly, for its own internal business or personal use.
- 1.5 "Master Software" means a master copy of the Caldera Standard Binary Products(s) which a Duplicating OEM may duplicate and distribute to End Users under an distribution appropriate agreement.
- 1.6 "Modification(s)" means a binary patch(es) or fix(es) of a Severity 1 Error and/or Severity 2 Error.
- 1.7 "Object Code" shall mean the Code that results when Source Code is processed by a software compiler and is directly executable by a computer.
- 1.8 "Packaged Product Copies" means (i) unmodified binary shrink-wrapped off the shelf copies of Caldera Standard Binary Product(s); or (ii) Master Software, which are or were supplied to Resellers or Duplicating OEMS by Caldera under a separate distribution agreement.
- 1.9 "Resellers" means entities authorized by Caldera to market and distribute Packaged Product Copies to End Users either directly or via sub-distributors.
- 1.10 "Severity 1 Error" means any defect in Packaged Product Copy(s) which results in a system crash or similar state of the machine for which no acceptable circumvention exists.
- 1.11 "Severity 2 Error" means any defect in Packaged Product Copy(s) wherein the system remains operational but the problem causes loss of essential functionality in Packaged Product Copy(s), which cannot be worked around or otherwise circumvented.

- 1.12 "Source Code" shall mean the human-readable form of the Code and related system documentation, including all comments and any procedural language.
- 1.13 "Source Code Product" shall mean a mixture of both Source Code and Object Code components which relate to Caldera's standard licensed products.
- 1.14 "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 exists.
- 1.15 "Support Site" means Licensee's locations within a five (5) mile radius of each other.
- 1.16 "Third Party Software" shall mean Code provided by companies other than Caldera whereby a third party owns copyrights and other intellectual property rights or otherwise has sufficient authorization to grant or assert rights in such Code.
- 1.17 "Update" means a software fix or compilation of fixes made by Caldera to correct operational defects (program bugs) in a Packaged Product Copy(s) corresponding to such Source Code Product.

## 2.0 GRANT OF RIGHTS

- 2.1 Subject to the terms and conditions specified in this Agreement, Caldera hereby grants and Licensee hereby accepts, a non-exclusive and (except as otherwise provided herein), non-transferable license to use (or have a contractor use pursuant to Section 3) Source Code Product(s). Such Source Code Product(s) may be used solely on or in conjunction with Designated CPUs; and such use shall be limited only to creating Modification(s) for a Packaged Product Copy distributed by Licensee to an End User. No other rights are granted.
- 2.2 A single back-up CPU may be used as a substitute for a Designated CPU without notice to Caldera during any time when such Designated CPU is inoperative because it is malfunctioning or undergoing repair, maintenance or other modification.
- 2.3 Licensee may at any time notify Caldera in writing of any additions that Licensee wishes to make to the Designated CPUs for one or more Source Code Product(s). Caldera will prepare additional Supplements to this Agreement as required to cover such changes. Changes covered by a Supplement shall become effective after execution of such Supplement by Licensee, if required, acceptance thereof by Caldera and, in the case of each additional Designated CPU, receipt by Caldera of the applicable fee, if any.
- 2.4 Ownership of Source Code Product(s) including all Update(s) and Modification(s) made by Licensee (and any intellectual property rights embodied in any such software) is and shall remain with Caldera.
- 2.5 Modification(s)
  - (a) Process. Once Licensee has become aware of a Severity 1 Error and/or a Severity 2 Error condition, Licensee shall promptly notify Caldera either by telephone or electronic mail as provided for in Licensee's existing support agreements with Caldera for Packaged Product Copies. In the event that Caldera is unable to provide Modification(s) in a timely fashion, then Licensee shall be allowed to prepare its own Modification(s) for distribution.
  - (b) Distribution. Caldera grants to Licensee a personal, nontransferable and nonexclusive rights to make copies of Modification(s) and to furnish, either directly or through Resellers, such copies of Modification(s) to those End Users who obtained copies of Packaged Product Copies solely for use on End User's CPUs and solely for each such End User's internal business purposes. Such distribution of Modification(s) shall be subject to the terms and conditions as outlined above in this Section and shall comply with all applicable governmental export requirements. The use of such Modification(s) shall be subject to the terms and conditions of the agreement accompanying the original End User Packaged Product Copies.
  - (c) Licensee shall be responsible for providing permitted Modification(s) made by Licensee back to Caldera.

This also includes Licensee providing Caldera with the complete source files which have been modified, along with a written statement as to what Licensee changed and the reason for making such changes. Such Modification(s) shall be either transmitted by electronic mail or mailed by Licensee to Caldera on other media. Such delivery back to Caldera shall be completed within seven (7) business days from the day Licensee first shipped such Modification(s) to End Users.

(d) Licensee agrees that its Modification(s) shall be superseded by official Modification(s) and/or Update(s) provided by Caldera as described in Section 6 of this Agreement.

### **3.0 CONTRACTOR PROVISIONS**

- 3.1 Licensee may permit access to Source Code Product(s) by its contractors and allow use of Source Code Product(s) by its contractors on Designated CPUs, provided such access and use is exclusively for Licensee in connection with work called for in written agreements between Licensee and such contractors in accordance with this Section 3. Furthermore, all work performed by contractors shall be limited in accordance with Section 2 of this Agreement. Licensee may designate contractors' CPUs as Designated CPUs pursuant to Section 2.3 and subject to this Section furnish Source Code Product(s) to contractors for use on such CPUs.
- 3.2 Any claim demand or right of action arising on behalf of a contractor from the furnishing to it or use by it of Source Code Product(s) shall be solely against Licensee.
- 3.3 Contractors shall agree to the same responsibilities and obligations and other restrictions pertaining to the use of Source Code Product(s) as those undertaken by Licensee under this Agreement.
- 3.4 When a contractor's work for Licensee is completed, all copies of Source Code Product(s) furnished to such contractor or made by such contractor and all copies of Modification(s) made by such contractor based on Source Code Product(s) shall be returned to Licensee or destroyed, including any copies stored in any computer memory or storage medium.
- 3.5 A contractor may not acquire any ownership interest in any Modification prepared by such contractor based on Source Code Product(s).
- 3.6 Licensee and any such contractor shall enter into a written agreement before or at the time of permitting access to or allowing use of one or more Source Code Product(s) by a contractor or furnishing one or more Source Code Product(s) to a contractor. Such written agreement shall be consistent with the requirements of this Section 3. Copies of such agreements shall be provided to Caldera upon request. However, portions of such agreements not required by this Section may be deleted from such copies.

### **4.0 TERM**

- 4.1 This Agreement shall become effective on and as of the date of acceptance by Caldera. With respect to a particular Source Code Product, the duration of Licensee's rights shall be as specified in the Source Code License associated with the applicable Supplement.
- 4.2 Licensee may terminate its rights under this Agreement by written notice to Caldera certifying that Licensee has discontinued use of and returned or destroyed all copies of Source Code Product(s) subject to this Agreement.
- 4.3 If Licensee fails to fulfill one or more of its obligations under this Agreement, Caldera 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 giving Licensee not less than sixty (60) days written notice specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied; upon such termination Licensee shall immediately discontinue use of and return or destroy all copies of Source Code Product(s) subject to this Agreement.
- 4.4 In the event of termination of rights under Sections 4.2 or 4.3 above, Caldera shall have no obligation to refund any amounts paid to it under this Agreement.
- 4.5 Upon termination or expiration of a Supplement to this Agreement, Licensee shall either return all copies of the Source Code Product(s) or destroy all copies of the Source Code Product(s) and certify in writing to Caldera that such destruction has occurred.
- 4.6 Licensee agrees that when a Subsidiary's relationship to Licensee changes so that it is no longer a Subsidiary

of Licensee, (i) all rights of such former Subsidiary to use Source Code Product(s) subject to this Agreement shall immediately cease, and (ii) such former Subsidiary shall immediately discontinue use of and return to Licensee or destroy all copies of Source Code Product(s) subject to this Agreement. No fees paid to Caldera for use of Source Code Product(s) on Designated CPUs of such former Subsidiaries shall be refunded; however, Licensee may substitute other CPUs for such Designated CPUs.

## **5.0 DELIVERY**

Within a reasonable time after Caldera receives the fee(s) specified in the first Supplement for one or more Source Code Product(s) requiring a distribution, Caldera will furnish to Licensee one (1) copy, for each Support Site for which Licensee has paid a fee, of such Source Code Product(s) in the form identified in the Source Code License for such Source Code Product.

## **6.0 UPDATES**

- 6.1 Caldera shall provide to Licensee, for the purpose of fixing program bugs in a Packaged Product Copies. Update(s) to the corresponding Source Code Product(s) which in Caldera's sole discretion are commercially reasonable, desirable or practicable and which Caldera makes generally available to all of its Source Code Product licensees. These Update(s) shall be included in the annual fees paid as outlined in the Source Code License for such applicable Source Code Product(s). All such Update(s) shall be deemed to be, and shall be treated by Licensee as, Source Code Product(s) under this Agreement.
- 6.2 Licensee agrees that Update(s), should they contain Severity 1 or Severity 2 fixes from Caldera, (which were previously fixed and distributed to End Users as Modification(s) by Licensee), will be distributed by Licensee to End Users in binary form as the official fix within a reasonable amount of time.

## **7.0 STANDARD SUPPORT**

Caldera shall have no obligation to provide support to Licensee except as outlined in Licensee's required Support Agreement with Caldera.

## **8.0 TRADEMARKS**

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

- (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 Caldera or such an affiliate, or is made in accordance with or utilizes any information or documentation of Caldera or such an affiliate.

## **9.0 FEES AND TAXES**

- 9.1 Within thirty (30) days after the acceptance of this Agreement by Caldera, Licensee shall pay to Caldera the fees required by the Supplement(s) initially attached hereto for the Support Site(s) and associated Designated CPU(s) listed in such Supplements, and any other deliverables listed in such Supplement including but not limited to distribution copies of Source Code Product(s).
- 9.2 Within thirty (30) days after acceptance of each additional Supplement by Caldera, Licensee shall pay to Caldera any fee required by such additional Supplement for the Support Site(s) and/or Designated CPU(s) listed in such additional Supplement, and any other deliverables listed in such Supplement including but not limited to distribution copies of Source Code Product(s).
- 9.3 Licensee shall pay all taxes, including any sales 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 Caldera by any governmental entity. Fees specified in Supplement(s) to this Agreement and in Exhibit(s) attached to Supplement(s) do not include taxes. If Caldera is required to collect a tax to be paid by Licensee, Licensee shall pay such tax to Caldera on demand.

- 9.4 Caldera reserves the right to change the fees under this Agreement at any time upon providing Licensee sixty (60) days or more prior written notice.

#### **10.0 PAYMENTS**

- 10.1 Licensee shall make payments to Caldera 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.
- 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.

#### **11.0 TECHNICAL AUDITS**

- 11.1 At least once annually, Licensee shall furnish to Caldera a statement certified by an authorized representative of Licensee listing the location, type and serial number of all Designated CPUs hereunder and stating that the use by Licensee of Source Code Product(s) subject to this Agreement has been reviewed and that each such Source Code Product is being used solely on Designated CPUs (or temporarily on back-up CPUs) for such Caldera Source Product(s) in full compliance with the provisions of this Agreement.
- 11.2 If after reviewing the above records, Caldera has reasonable basis to believe:
- (a) that Licensee is not maintaining records of Caldera Source Product(s) in a manner consistent with the terms and conditions of this Agreement; and
  - (b) that Licensee is not taking adequate steps to correct inconsistencies, if any, pointed out to Licensee by Caldera based on review of such records,
- then upon reasonable notice, Licensee agrees to allow Caldera to have its accredited auditing representative(s) make an on-site inspection of all of Licensee's CPUs during normal business hours.
- 11.3 Such inspection shall not be made more frequently than annually. Licensee may elect to have such inspection made under the terms of a reasonable and appropriate confidentiality agreement executed by the auditor. The type of information provided to Caldera by the auditor as a result of an on-site inspection shall be restricted to:
- (a) the number of unreported CPUs on which Source Code Product(s) were being used by, or on behalf of, Licensee and which therefore should have been listed as Designated CPUs; and
  - (b) the location, type and serial numbers of such unreported CPUs.

#### **12.0 LIMITED WARRANTY**

- 12.1 Caldera warrants for a period of ninety (90) days from furnishing a Source Code Product to Licensee that any magnetic or optical medium on which portions of a Source Code Product are furnished will be free under normal use from defects in materials, workmanship or recording. If such a defect appears within such warranty period, Licensee may return the defective medium for replacement without charge.
- 12.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, CALDERA EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.
- 12.3 To the best of Caldera's knowledge, no material claim is pending or threatened against Caldera or any Caldera licensor that would adversely affect the right of Licensee to use Source Code Product(s) for its intended purposes.

#### **13.0 LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT(S) THAT ARE SUBJECT TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEFABLE.

#### 14.0 INTELLECTUAL PROPERTY PROTECTION AND INDEMNIFICATION

- 14.1 Licensee agrees that it shall hold all parts of Source Code Product(s) subject to this Agreement in confidence for Caldera. Licensee further agrees that it shall not make any disclosure of any or all of such Source Code Product(s) (including methods or concepts utilized therein) to anyone, except to employees and contractors of Licensee to whom such disclosure is necessary to the use for which rights are granted hereunder. Licensee shall appropriately notify each employee and/or contractor to whom any disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such employee and/or contractor. If information relating to a Source Code Product subject to this Agreement at any time becomes legally available without restriction to the general public by acts not attributable to Licensee, its contractors or employees of either, Licensee's obligations under this Section shall not apply to such information after such time.
- 14.2 In the event Licensee becomes aware of any infringement or potential infringement of Caldera's intellectual property rights in Source Code Product(s) by a third party, Licensee agrees to promptly report the infringement or potential infringement to Caldera in writing. Licensee also agrees to assist Caldera in any reasonable way in investigating the infringement or potential infringement and/or in enforcing Caldera's rights against infringing parties in exchange for payment by Caldera of Licensee's reasonable out-of-pocket expenses.
- 14.3 Each party agrees not to disclose the terms and conditions of this Agreement to any third party without the express written consent of the other party.
- 14.4 Source Code Product Infringement. Caldera shall indemnify and hold Licensee harmless from and against and defend any claim, suit or proceeding, and pay any settlement amounts or damages awarded by a court of final jurisdiction, arising out of claims filed by third parties that a Source Code Product infringes any copyright, patent, trade mark or other intellectual property right, provided Licensee promptly notifies Caldera in writing of any such claim, suit or proceeding, and permits Caldera to control the settlement or defense thereof. Licensee has the option to be represented by Counsel at its own expense.

If, pursuant to any such claim, a court of competent jurisdiction removes or restricts Licensee's right to use a Source Code Product, Caldera shall, at its sole option (i) procure for Licensee the right to continue to use a Source Code Product; or (ii) modify the Source Code Product, provided the functionality thereof is not substantially affected, so as to make it non-infringing; or, in the event that neither of these options is economically practical, (iii) require Licensee, immediately upon written notice, to discontinue use of a Source Code Product; in this event Caldera will accept return, at Caldera's direction and expense, of a Source Code Product and will credit Licensee the net amount received therefor. In addition, Caldera shall have the right to exercise any of options (i) through (iii) at any time following receipt of notice of a claim of infringement of copyright or other proprietary right.

Caldera shall have no obligation under this section with respect to any claim of infringement of a proprietary right based upon any modification of a Source Code Product by Licensee or the combination, operation or use of a Source Code Product with materials not supplied by Caldera provided that it is such modification, combination, operation or use which caused the claimed infringement.

THE ABOVE STATES THE ENTIRE LIABILITY OF CALDERA WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER FORM OF INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCT SUPPLIED BY CALDERA.

#### 15.0 DEFAULT/TERMINATION

Default. In addition to any other rights or remedies available to Caldera at law or in equity, Caldera may terminate this Agreement for any of the following reasons:

- (a) Licensee is in default of any obligation hereunder and default continues for sixty (60) days following receipt of written notice.
- (b) Licensee is dissolved, is involved in a reorganization, or attempts to assign this Agreement or any of its rights under this Agreement.
- (c) Licensee is not paying its debts as the debts become due, becomes insolvent, files or has filed against it a petition under any Bankruptcy Law, proposes any dissolution, liquidation, composition, financial reorganization

or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver trustee, custodian or similar agent is appointed or takes possession of any property or business.

**16. NOTICES AND REQUESTS**

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

Licensee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention \_\_\_\_\_  
Telephone No: 82-2-3458-1739  
Fax No: 82-2-3458-1766

Caldera: Caldera International, Inc.  
355 South 520 West  
Lindon, Utah 84042  
Attention: Legal and Corporate Affairs

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

**17. PROHIBITION AGAINST ASSIGNMENT OF RIGHTS**

This Agreement may not be assigned in whole or in part by Licensee without the prior written consent of Caldera, which may be granted or withheld at Caldera's sole discretion.

**18. CONTROLLING LAW**

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

Licensee expressly consents to the jurisdiction of such courts. Process may be served by 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 Caldera from seeking injunctive relief against Licensee.

**19. EXPORT**

Licensee hereby agrees not to re-export any Licensed Product, or any product incorporating the Source Code Product without prior written consent of Caldera and without first obtaining all required U.S. Government export licenses.

**20. SURVIVAL OF TERMS**

The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to Sections 1, 13, 14, 15 and 17 will survive and remain in effect until all obligations are satisfied.

**21. 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 Licensee of its obligation to make any payments pursuant to this Agreement.

**22. WAIVER**

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

**23. LICENSEE AS AN INDEPENDENT CONTRACTOR**

Licensee 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 Caldera.

**24. 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.

**25. ENTIRE AGREEMENT**

This Agreement, together with the Source Code License(s), constitute the entire agreement between Licensee and Caldera 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 Caldera which are in conflict with or in addition to the terms of this Agreement shall be null and void.

IN WITNESS WHEREOF, parties hereto have executed this Agreement as of the date last set forth below.

**CALDERA INTERNATIONAL, INC.**

*Kenneth Bergethal*  
By  
Kenneth Bergethal  
Name (Print)  
VICE PRESIDENT  
Title  
2002. 8. 2  
Date

**SAMSUNG ELECTRONICS CO., LTD.**

*[Signature]*  
By  
PARK HYUN HO  
Name (Print)  
Senior Manager  
Title  
2002. 7. 30  
Date

LEGAT  
08/04/02

Schedule for Caldera Source Code Products  
(For Use with the Caldera Source For Support Agreement only)  
July 26, 2002

This Schedule, executed as a Supplement to, and in conjunction with the Caldera Source for Support Agreement, defines the right-to-use fees and the right-to-use terms and conditions for the subject Caldera Source Code Product.

The initial term of this Supplement shall be one (1) year from the date signed by Caldera. Thereafter, such Supplement will automatically renew for successive one year terms, subject to the payment, if required, by Licensee of the applicable renewal fees listed in Section 1 of this Schedule, unless either party gives the other, no later than ninety (90) days before the end of the initial term or then current extension, as the case may be, written notice of its intent to terminate the Supplement at the end of such term. Nothing in this Schedule shall be construed to require either party to extend such Supplement beyond the initial term or any subsequent term. This Schedule is available only to Licensees who have previously executed and retained in force agreements to distribute Packaged Product Copies of Caldera Binary Product(s).

1. FEES

- 1.1 The right-to-use fees payable for the first year for UnixWare 7 Release 7.1.1 Platform, Open UNIX 8.x and Reliant HA which shall be deemed to be a Caldera Source Code Product under this Schedule, shall be:

Each Support Site

The right-to-use fees for the Initial Designated CPU and two additional Designated CPUs for Caldera Source Code Product are waived provided Licensee continues the SoftTech Plus Support Agreement in full force and effect.

(For purposes of this Schedule, CPU is defined as a single or multiple processor, within a single computer chassis)

- 1.2 The right-to-use fees for each other additional DESIGNATED CPU for Caldera Source Code Product are waived provided Licensee continues the SoftTech Plus Support Agreement in full force and effect. Additional DESIGNATED CPUs must be approved in writing by Caldera.
- 1.3 In the event Licensee has a requirement to license from Caldera the source code version of the VERITAS® Journaling File System and VERITAS VxVM/VxVa Lite, NOVELL® NETWARE SOFTWARE and/or the Edison Design Group Inc. C++/C Front End Compiler, Licensee should contact its Caldera Account Manager for the additional right-to-use terms and conditions and fees.
- 1.4 Fees for items in Section 1.1 cover an initial distribution of a copy per Support Site for such applicable Caldera Source Code Product(s).
- 1.5 Annual right-to-use fee for each Support Site for the Caldera Source Code Product listed in Section 1.1 of this Schedule after the first year will be agreed to by the parties.

2. ADDITIONAL SOURCE RIGHT-TO-USE TERMS AND CONDITIONS

The following defines additional right-to-use terms and conditions for Caldera Source Code Products as they apply to Third Party Software Products included in Caldera Source Code Product.

- 2.1 For purposes of this Schedule, the term Third Party Software Products shall mean the software products, included in Caldera Source Code Product in object code form, provided by companies other than Caldera.
- 2.2 With respect to Third Party Software Products, an object-code only version is included in the Caldera Source Code Product. Licensee agrees that it will not attempt to reverse engineer, reverse compile, disassemble or otherwise attempt to derive the source code of such object-code versions of Third Party Software Products.

3. CONTENTS OF THE SOFTWARE PRODUCT

Computer Programs and documentation included in this Software Product will be supplied on media as designated by Caldera.

Computer Programs furnished with this Software Product, excluding Open UNIX 8 where the current Source Code Product is not a buildable release, contains the code that enable Licensee to build patches for Caldera's versions of the binary products.

The parties have caused this Supplement Number 1 to the Source for Support Agreement Number SAMS2002SFS to be executed in duplicate by their duly Authorized Representatives.

CALDERA INTERNATIONAL, INC.



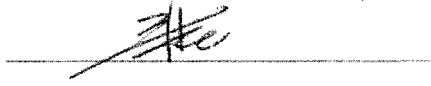
Kenneth Berenthal

Printed Name

2002.8.2

Date

SAMSUNG ELECTRONICS CO., LTD.



PARK HYUN HO

Printed Name

2002. 7.30

Date