

**AGREEMENT AND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

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(Asset Sale Pursuant to 11 U.S.C. Section 363)

THIS AGREEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is dated and effective as of July 24, 2009, by and among THE SCO GROUP, INC., a Delaware corporation ("SCO Group" or the "Company"), SCO OPERATIONS, INC., a Delaware corporation and a wholly owned subsidiary of SCO Group ("SCO Operations"), SCO GLOBAL, INC., a Delaware corporation and a wholly owned subsidiary of SCO Group ("SCO Global"; together with SCO Group and SCO Operations, "Sellers" and each, a "Seller"), and UNXIS, INC., a Delaware corporation ("Purchaser"). Each Seller and Purchaser is referred to in this Agreement as a "Party" and collectively as the "Parties."

Preliminary Statement

The following recitals form the basis for and are incorporated as a part of this Agreement:

A. The Parties have entered into a Purchase and Sale Agreement dated as of June 15, 2009 (the "Initial Agreement"). Capitalized terms used in this Agreement and not amended or otherwise defined herein shall have the meanings given to such terms in the Initial Agreement, and all such defined terms are deemed incorporated herein by this reference.

B. The Initial Agreement provides that it may be amended or supplemented by signed written agreement that makes specific reference to the Initial Agreement. The Parties intend this Amendment, executed by them, to amend and supplement the Initial Agreement for the purposes stated below.

NOW, THEREFORE, for and in consideration of the Initial Agreement, and the premises and mutual covenants and agreements hereinafter set forth, and other good and valuable considerations, the receipt and adequacy of which are conclusively acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Introduction. The foregoing recitals are true and correct and are incorporated as part of this Agreement. The provisions of this Amendment shall govern and control over conflicting or inconsistent provisions in the Initial Agreement, but except as expressly modified by this Amendment, all provisions of the Initial Agreement remain unmodified and in full force and effect, and are expressly reaffirmed by each of the Parties. References to the "Agreement" shall mean the Initial Agreement as in effect prior to the Effective Date of this Amendment, and the Initial Agreement as amended and supplemented by this Amendment from and after the Effective Date of this Amendment. The Effective Date of this Amendment is July 24, 2009.

2. Termination Date. The definition of "Termination Date" as set forth in Section 1.1 of the Initial Agreement is hereby deleted in its entirety and the following substituted in lieu thereof: "Termination Date" shall mean September 15, 2009 or such later date as the Parties shall mutually agree; provided, however, that no Party shall have any obligation to agree to extend the Termination Date past September 15, 2009.

3. Purchase Price; Assumed Liabilities. As stated in Section 3.1 of the Initial Agreement, the Purchase Price for the Purchased Assets is \$5,250,000, payable by delivery of the Cash Deposit, the Letter of Credit-Balance, the Letter of Credit-Sun and the assumption of the Assumed Liabilities. Sellers have advised Purchaser that prior to the filing of the Sale Motion, Sellers calculated that the Assumed Liabilities, as then identified, would be in the aggregate amount of \$150,000, and that therefore, the Sale Motion reflects that the total consideration to be provided by Purchaser would be in the aggregate amount of \$5,400,000 (\$5,250,000 plus \$150,000 in Assumed Liabilities). Pursuant to Section 7.1(c) of the Initial Agreement, Purchaser may direct that Contracts be added to the Assumed Liabilities prior to the 11th day before the Sale Hearing, or removed from among the Assumed Executory Contracts at any time prior to the Sale Hearing. As of the date of this Amendment, Purchaser has not directed any additions to or removal of any Assumed Executory Contracts, and the Assumed Liabilities as projected by Sellers remain at \$150,000 in the aggregate. The Parties acknowledge that the schedule of Assumed Executory Contracts and resulting dollar amount of Assumed Liabilities may change after the date hereof within the time and for the reasons specified in Section 7.1 of the Initial Agreement.

4. Scrivener's Error. Sellers noted and have advised Purchaser that the Cure Amounts identified Sellers' Motion to Assume and Assign Executory Contracts erroneously included a \$13,129.51 sum that ostensibly pertained to the Novell APA. The parties hereby confirm that the Novell APA is not a Purchased Asset or Assumed Liability, and the inclusion of the erroneous \$13,129.51 sum referenced in the preceding sentence was a scrivener's error. Sellers have amended the Sale Motion to eliminate that scrivener's error.

5. Letter of Credit – Balance.

(a) Clause (2) of Section 3.1 of the Initial Agreement is deleted in its entirety and the following substituted in lieu thereof: “(2) on or before the earlier of (y) the fifth Business Day after the entry by the Bankruptcy Court of the Sale Order and (z) the Closing, Purchaser will deliver to Escrow Agent the Letter of Credit-Balance (the “LOC-Balance Due Date”), which Cash Deposit and Letter of Credit-Balance shall be held and released as provided in Section 3.2.”

(b) Section 3.1 of the Initial Agreement is hereby amended by adding the following at the end thereof: “Notwithstanding anything in this Agreement to the contrary, at the option of Purchaser, exercisable by written notice to Sellers on or before the LOC-Balance Due Date, Purchaser may elect to deliver by wire transfer of immediately available funds to an account or account designated by Sellers, \$2,150,000 (the “Cash Balance”). In such event, Purchaser shall have no obligation to deliver the Letter of Credit-Balance, and this Agreement (including, without limitation, Sections 3.2 and 4.3) shall be deemed amended in all respects necessary to reflect that Purchaser (i) shall not deliver to Escrow Agent the Letter of Credit-Balance and (ii) shall deliver to Sellers the Cash Balance at Closing.

6. Letter of Credit - Sun. Section 3.3 of the Initial Agreement is amended in its entirety, and as amended, Section 3.3 of the Initial Agreement shall read in full as follows:

3.3 Letter of Credit-Sun. Concurrently with the Closing, Purchaser will deposit with Escrow Agent the Letter of Credit-Sun, which Letter of Credit-Sun will be held and

released in accordance with the terms and provisions of the Post-Closing Escrow Agreement and this Agreement. The Letter of Credit-Sun will be drawn by Escrow Agent and paid to Novell, or released by Escrow Agent and delivered to Purchaser, as follows:

(a) As used herein, the term “District Court Sun Agreement Judgment” means that portion of the Final Judgment entered on November 20, 2008 by the U.S. District Court, District of Utah, Central Division, that Novell is entitled to payment from SCO Group in connection with the 2003 agreement between SCO Group and Sun Microsystems, Inc. (the “Sun Agreement”). If following the Closing and on or before September 15, 2009, the portion of the District Court Sun Agreement Judgment providing for monetary damages in favor of Novell is affirmed in whole or in part by the United States Court of Appeals for the Tenth Circuit (the “Appeals Court”) as a result of the appeal by SCO Group of the District Court Sun Agreement Judgment (the “Appeal”), then Escrow Agent shall be authorized and directed by SCO Group to draw on such Letter of Credit-Sun on behalf of and in the name of SCO Group to the extent required to satisfy such payment obligation to Novell determined in the Appeal (subject to paragraph (c) below); provided that Purchaser, in its sole discretion and at its sole cost and expense, may elect to require SCO Group to seek further appellate review of such ruling of the Appeals Court as relates to the monetary judgment, and as relates to other aspects of the District Court Sun Agreement Judgment that are determined adversely to SCO Group as a result of the Appeal, and, in such event, (i) Purchaser shall direct and control such further appeal efforts with counsel of its choosing and SCO Group shall cooperate with Purchaser and such counsel and take any and all such action as may be necessary or desirable in connection with such seeking and prosecuting such appeals, and (ii) Escrow Agent shall continue to hold the Letter of Credit-Sun and neither SCO Group nor Escrow Agent on behalf of SCO Group shall be entitled to draw on the Letter of Credit-Sun unless and until such time as a final non-appealable judgment with respect to such payment obligation has been entered. Thereafter, Escrow Agent shall be authorized and directed by SCO Group to draw on the Letter of Credit-Sun on behalf of and in the name of SCO Group, subject to the limitations set forth in this Section 3.3.

(b) If following the Closing and on or prior to September 15, 2009, the District Court Sun Agreement Judgment is reversed and/or remanded in whole or in part as to monetary damages payable to Novell, then Escrow Agent shall continue to hold the Letter of Credit-Sun and the Letter of Credit-Sun may not be drawn on until such time as a final, non-appealable judgment is entered with respect to the payment obligation of SCO Group to Novell with respect to the Sun Agreement (or such earlier time as Purchaser shall agree in its reasonable discretion); provided, however, that if the monetary damages portion of the District Court Sun Agreement Judgment is affirmed in part such that some portion of the total damages are payable to Novell, at such time as the affirmed judgment is final and non-appealable, Escrow Agent may draw on the Letter of Credit –Sun to the extent required to pay the affirmed judgment amount, and if other aspects of the District Court Sun Agreement Judgment remain subject to the Appeal, the unused portion of the Letter of Credit–Sun will be reissued (which shall be according to the terms of the Letter of Credit-Sun) and be retained by Escrow Agent pending full and final determination of the monetary judgment portion of the District Court Sun Agreement Judgment.

(c) For so long as the Letter of Credit-Sun is in effect and subject to being drawn on under the terms of this Section for payment of any amounts that may be determined to be owed and payable by SCO Group to Novell with respect to the Sun Agreement, SCO Group agrees that Purchaser, in its sole discretion and at its sole cost and expense, may

direct and control the litigation between SCO Group and Novell regarding the Sun Agreement, including settlement discussions and appeals, with counsel of Purchaser's choosing and SCO Group shall cooperate with Purchaser and such counsel and take any and all such action as may be necessary or desirable in connection with such seeking and prosecuting such appeals; provided that Purchaser may not settle such litigation without the prior written consent of SCO Group if the settlement (i) is for an amount greater than the face amount of the Letter of Credit-Sun, or (ii) is for or involves non-monetary consideration or non-monetary judicial relief, including, but not limited to, promises by any Seller to do or forbear from doing any act or the granting of equitable remedies, or (iii) involves, requires, or implies admissions of wrongful acts (whether civil or criminal) by any Seller.

(d) Notwithstanding anything in clause (a) or (b) above to the contrary: (i) the monies so drawn by SCO Group or Escrow Agent on behalf of and in the name of SCO Group shall be used solely to pay Novell in accordance with the final judgment of the applicable court; (ii) in the event that the amount determined in a final, non-appealable judgment to be owed by SCO Group to Novell is less than the face amount of the Letter of Credit-Sun, then only such amount that is so determined to be owed and payable by SCO Group to Novell may be drawn on the Letter of Credit-Sun and paid to Novell on behalf of and in the name of SCO Group, and the remaining balance of the Letter of Credit-Sun may be terminated and cancelled by Purchaser; (iii) in the event that an amount in excess of the face amount of the Letter of Credit-Sun is owed and payable to Novell, Purchaser shall have no obligation to pay all or any portion of such excess; and (iv) in the event that (A) on or prior to September 15, 2009 the monetary damages portion of the District Court Sun Agreement Judgment is neither affirmed in whole or in part (and paid or appealed as to the part affirmed) nor reversed and/or remanded in whole or in part, or (B) for any reason whatsoever, the Letter of Credit-Sun is not drawn by SCO Group or Escrow Agent on behalf of and in the name of SCO Group on or before June 30, 2010, the Letter of Credit-Sun shall terminate and SCO Group shall have no rights with respect thereto and Purchaser shall have no obligation to pay such portion of the Purchase Price.

7. Purchaser License Relative to Retained SCO Rights. As provided in the last sentence of Section 12.1 of the Initial Agreement, at Closing and pending transfer of the Retained SCO Rights to Purchaser pursuant to Section 12.4 of the Initial Agreement, Sellers grant to Purchaser a non-exclusive, worldwide, royalty-free, fully-paid transferrable license to use and exploit the Retained SCO Rights in the Purchaser Business, with the right to grant sublicenses for such purpose (such license is referred to as the "SCO Retained Rights License"). Sellers acknowledge and agree that the SCO Retained Rights license in favor of Purchaser is perpetual, and inures to Purchaser and is binding and enforceable upon Sellers and their respective successors in interest (including, without limitation, third-parties or any future bankruptcy estates, trustees in bankruptcy, or other trustees or receivers with respect to the Sellers or their respective assets and liabilities), until such time as Sellers' rights, title and interests in and to the Litigated Copyrights and Litigated Contract Rights become assigned and transferred to, vested in and owned by Purchaser pursuant to Section 12.4. With respect to each license granted by Sellers to Purchaser hereunder, the parties agree that, for purposes of Section 365(n) of the Bankruptcy Code, the Agreement shall be deemed to be an executory contract under which Sellers are the "licensor" and Purchaser is the "licensee". With respect to all other provisions of this Agreement, the Parties agree that, for purposes of Section 365(n) of the Bankruptcy Code, this Agreement shall be deemed to be an agreement supplementary to such

executory contract. The Parties further acknowledge and agree that the SCO Retained Rights License is intended to confer upon Purchaser, as holder thereof, the full rights and protections conferred upon a licensee pursuant to Section 365(n) of the Bankruptcy Code as currently enacted.

8. Transfer of Retained SCO Rights to Purchaser.

(a) Section 12.4(a) (iii) is deleted in its entirety and as amended, Section 12.4(a) (iii) shall read in full as follows:

“(iii) Seller, or any Affiliate, successor or assign of any Seller, attempts or purports to assign, transfer or otherwise convey the Retained SCO Rights to any third party, including any transfer by operation of law (other than as a result of the entry of an order for relief pursuant to section 301(b), 302(b) or 303(h) of the Bankruptcy Code), and other than as permitted in Section 12.2 or as required by law, including, without limitation, the Bankruptcy Code, without the prior written consent of Purchaser, which Purchaser may grant or withhold in its sole discretion;”

(b) Section 12.4(a)(iv) is deleted in its entirety and as amended, Section 12.4(a)(iv) shall read as follows:

“Prior to confirmation and substantial consummation of a plan of reorganization in or voluntary dismissal of the Chapter 11 Cases, the Bankruptcy Court enters an order in the Chapter 11 Cases (a) converting either of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (b) appointing a Chapter 11 trustee in the Chapter 11 Cases, or (c) appointing an examiner having enlarged powers beyond those set forth under Bankruptcy Code § 1106(a)(3) in the Chapter 11 Cases and which powers pertain to the Litigated Copyrights and/or Litigated Contract Rights; provided that in any such event as described immediately above in subsections (a), (b) or (c), the effectiveness of the resulting assignment and transfer to Purchaser will not be immediate and automatic, but will occur on the earlier of: (i) the date on which a judicial order is entered authorizing a sale of the Litigated Copyrights and Litigated Contract Rights by the chapter 7 or chapter 11 trustee, or such examiner, as applicable, to a third-party purchaser; or (ii) absent such a sale, on October 1, 2009”

(c) Section 12.4(a)(v) is deleted in its entirety and as amended, Section 12.4(a)(v) shall read as follows:

“Following the termination of the Chapter 11 Cases, any Seller shall (i) commence any voluntary proceeding seeking (x) liquidation, reorganization or other relief with respect to itself or its debts under any insolvency or other similar law now or hereafter in effect, excluding, however, a voluntary petition for relief under the Bankruptcy Code; or (y) the appointment of a trustee, receiver, liquidator, custodian or other similar official of its or any substantial part (including the Litigated Copyrights and/or Litigated Contract Rights) of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it, or (iii) make a general assignment of assets (including the Litigated Copyrights and/or Litigated Contract Rights) for the benefit of creditors, or (iv) takes any corporate action to authorize any of the foregoing;”

(d) Section 12.4(a)(vi) is deleted in its entirety and as amended, Section 12.4(a)(vi) shall read as follows:

“Following the termination of the Chapter 11 Cases, an involuntary case or other proceeding shall be commenced against any Seller seeking (i) liquidation, reorganization or other relief with respect to it or its debts under any insolvency or other similar law now or hereafter in effect excluding, however, any involuntary petition for relief under the Bankruptcy Code or (ii) the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part (including the Litigated Copyrights and/or Litigated Contract Rights) of its property, an order for relief is entered in such involuntary case or other proceeding; provided, however, that the foregoing provisions in this subsection (vi) will not apply and will not result in the assignment and transfer to Purchaser provided for in this Section 12.4 (a), if the commencement of proceedings described above are initiated directly or indirectly by IBM or Novell (or any Affiliates of either of them or third-parties acting under the direction or on the behalf of either of them), unless and until such trustee, receiver, liquidator, custodian or other official seeks and receives authority to convey the Litigated Copyrights and Litigated Contract Rights to a third-party purchaser, in which event the assignment and transfer to Purchaser provided for in this Section 12.4(a) shall occur;”

(e) The following new paragraph (e) is added to Section 12.4:

“(e) Purchaser agrees that, if at any time the Retained SCO Rights are transferred to Purchaser pursuant to this Article XII, neither Purchaser, nor any Affiliate, successor or assign of Purchaser, shall assert any of the Retained SCO Rights against Novell, IBM, AutoZone, Red Hat or any other third parties on the grounds that the use, operation, distribution, license, or sale by such third parties of any operating system based to a material extent on the Linux GNU General Public License (GPL) kernel infringes or violates any of the Retained SCO Rights.”

9. Representations and Warranties. Each Party represents and warrants that this Amendment has been duly authorized by such Party, and is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Obligations. The respective Parties reaffirm their respective obligations, agreements and undertakings as set forth in the Initial Agreement, as amended hereby.

11. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may not be amended, and no term or provision hereof may be waived, except by written instrument signed by the Parties.

(b) This Amendment shall be governed by and construed and enforced in accordance with the Bankruptcy Code and, to the extent not inconsistent with the Bankruptcy Code, the Laws of the State of Delaware applicable to agreements made and to be performed wholly within such state, without regard to principles of conflicts of laws which would result in the application of the substantive Law of any other jurisdiction. Purchaser and Sellers further

agree that the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of the Agreement; and/or (b) the Purchased Assets and/or the Assumed Liabilities, and the Parties expressly consent to and agree not to contest such exclusive jurisdiction; provided, however, that if the Bankruptcy Court refuses to accept jurisdiction over any such dispute, then any state or federal court located in the State of Delaware shall have jurisdiction over such dispute and Purchaser and Sellers hereby each consent to the jurisdiction of such court in any such case. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the notice provisions of the Initial Agreement. Each Party waives any right to trial by jury in any action, matter or proceeding regarding or relating to this Amendment.

(c) If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly authorized, executed and delivered effective as of the date first written above.

THE SCO GROUP, INC., a Delaware corporation

By: Paul McBride

SCO OPERATIONS, INC., a Delaware corporation

By: Paul McBride

SCO GLOBAL, INC., a Delaware corporation

By: Paul McBride

UNXIS, INC., a Delaware corporation

By: Steph J. Norris