# EXHIBIT 7

**HOMBURGER**

# Telefax

Date October 9, 2007 ROD
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From David Rosenthal
Total pages 18

**ICC Arbitration Case No. 14320/FM**

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**HOMBURGER**

**Via E-mail, Fax and Courier**

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October 9, 2007 DAF | ROD | MAE
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**Re: SUSE Linux GmbH v. The SCO Group, Inc., ICC Case No. 14320/FM**

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Dear Mr. Chairman,
dear Co-arbitrators:

We write in response to SCO's letter to you of October 1, 2007, (the **Letter**) about the effect of SCO's bankruptcy filing in the United States on the continuation of this arbitration.

SCO's letter comments on the alleged impact of U.S. bankruptcy law on this arbitration, but does *not* request this Tribunal to stay this arbitration based on U.S. bankruptcy law. SCO also makes no argument that the United States bankruptcy court has any jurisdiction over this Tribunal or this arbitration.

Rather, SCO contends that as a result of its bankruptcy filing, SCO and SUSE are already *"prohibited from continuing this arbitration unless and until the Bankruptcy Court directs otherwise"* (Letter, p. 2). SCO further contends that this Tribunal should wait until the U.S. bankruptcy court rules on SCO's pending "Motion to Enforce Automatic Stay" before deciding how to proceed, but that *"even if there were no automatic stay, an extension of the [arbitration] schedule is required"* (Letter, p. 4). SCO asserts that *"fairness"* requires a delay in the arbitration schedule – including cancellation of the December merits hearing – because the U.S. bankruptcy court has not approved SCO's retention of arbitration counsel, and such approval is not expected before early November (Letter, pp. 2, 4).

Thus, the only relief that SCO requests is that the Tribunal cancel the December hearing and postpone other deadlines. SCO's primary argument is that it would be *"unfair"* to proceed, even if the stay does not apply, because SCO is allegedly without counsel. As a secondary matter, SCO attempts to create the impression that the U.S. bankruptcy stay applies to this arbitration and may create issues regarding enforcement of an arbitral award.

SCO's attempt to derail the arbitration should be rejected for the following reasons:

A. Applicable Swiss law does not mandate a stay of the arbitration in view of SCO's bankruptcy filing.

B. The *only* deadline that SCO faces before the December hearing is the October 30 due date for its rejoinder in support of its counterclaims against SUSE. Yet that deadline is indisputably *not* affected by the U.S. bankruptcy stay, which applies only to claims *against* the debtor, and not to the debtor's claims against others, such as SCO's counterclaims against SUSE.

C. Given this deadline and the fact that SCO knew it was not affected by the bankruptcy, SCO should have applied for bankruptcy court approval of its arbitration counsel as soon as it filed its bankruptcy petition on September 14, 2007. SCO has already applied for and obtained approval of its bankruptcy counsel, but has not requested approval of its arbitration counsel. SCO's own deliberate choice is not a reason to delay the arbitration, especially since SCO can still obtain approval by early November and its arbitration counsel can simply continue to work on the arbitration while SCO's request for approval is pending.

D. SCO's suggestion that U.S. bankruptcy law prohibits SUSE and SCO from pursuing their claims and counterclaims in this arbitration is without merit.

E. SCO's suggestion that its bankruptcy filing would make an arbitral award unenforceable in the U.S. and that this somehow dictates a delay in this arbitration is also without merit.

F. Cancellation of the December hearing would prejudice SUSE by delaying resolution of the uncertainty cast by SCO's continued claims and threats against Linux, which SCO has recently repeated even *after* filing its bankruptcy petition and after the Utah court ruled that SCO does not own the Unix copyrights on which SCO has been relying.

In sum, SCO has failed to justify cancellation of the long-scheduled December 2007 hearing. SCO has also failed to justify extension of the October 30, 2007, deadline for the parties' rejoinders on their claims and counterclaims. SUSE does not object, however, to extending this deadline until November 9, 2007 (shortly after the Bankruptcy Court's November 6 hearing on SCO's stay motion), as the parties would be able to proceed with the December hearing even with this accommodation.

## ARGUMENT

### A. Swiss Law Does Not Mandate a Stay of the Arbitration

Because Swiss law controls the conduct of this arbitration with its seat in Zürich, the Tribunal should first consider the applicable Swiss law. The governing Swiss law is clear: a bankruptcy petition does not automatically stay an arbitration. As recently stated by Gabrielle Kaufmann-Kohler and Laurent Lévy, *"it is within the discretion of the arbitrators whether to stay an arbitration or not"* in view of a bankruptcy filing, except under certain circumstances that do not apply here[1] (KAUFMANN-KOHLER|LÉVY, Insolvency and International Arbitration, in: Peter|Jeandin|Kilborn (eds.), The Challenges of Insolvency Law Reform in the 21st Century, 2006, p. 269 (Exhibit CLA-45) (emphasis in original)). Other Swiss commentators have expressed the same view (*see, e.g.*, BERNET, Schiedsgericht und Konkurs einer Partei, in: Festschrift Kellerhals 2005, p. 19 (*"[t]he Swiss arbitrator thus does not have to stay the arbitral proceedings in the event of the bankruptcy of a party, but he may do so in his discretion if a party so requests"*) (Exhibit CLA-46);

[1] The exception was that a stay might be required in certain circumstances of parallel proceedings in a foreign state court pursuant to Article 9 Swiss Private International Law Act (PILA), as construed by the widely criticized "Fomento"-decision of the Swiss Federal Tribunal of May 14, 2001 ATF 127 III 279. These circumstances do not exist here, and the recently enacted Article 186 para 1bis PILA effectively overrules Fomento by eliminating any automatic stay due to parallel foreign court proceedings.

BROWN-BERSET|LÉVY, Faillite et Arbitrage, in: ASA Bulletin 1998, Vol. 16(4), p. 675 *et seq.* (mandatory stay not applicable to arbitration proceedings) (Exhibit CLA-47).

SCO's only reference to Swiss law is a parenthetical comment that Swiss authors are *"divided"* on the impact of bankruptcy on an arbitration, citing a treatise by Jean-François Poudret and Sébastien Besson (Letter, p. 5). However, Poudret and Besson actually agree with the overwhelming view of Swiss commentators that *"a mandatory stay ... is not part of Swiss public policy ..."* (POUDRET|BESSON, Comparative Law of International Arbitration, 2nd ed., 2007, p. 505 (Exhibit CLA-48)). The only authors known to have argued in favour of an automatic stay and accordingly cited in Poudret|Besson's treatise are Rüede and Hadenfeldt in their book of 1993, which focuses largely on Swiss *domestic* arbitration, to which a different legal regime applies. In addition, as Poudret and Besson rightly indicate, Rüede and Hadenfeldt merely addressed the potential impact of a specific rule of *Swiss* bankruptcy law[2] on a Swiss arbitration, *i.e.* not the impact of a foreign rule such as US bankruptcy law and a mere Chapter 11 reorganisation (RÜEDE|HADENFELDT, Schweizerisches Schiedsgerichtsrecht, 2nd ed., 1993, 244 (Exhibit CLA-49)).

Although a *discretionary* stay indeed remains possible, it should be granted only where due process and the right to be heard so require, namely where the bankruptcy provides for a transfer of authority to a trustee or liquidator who needs time to become familiar with the file (*see* KAUFMANN-KOHLER|LÉVY, *op. cit.*, p. 271 (Exhibit CLA-45): *"As a result, the pertinent rules of procedure do not require the tribunal to stay the arbitration. However, the arbitrators should nevertheless pay deference to the needs of bankruptcy proceedings. Hence, they should grant the trustee sufficient time to review the file and decide whether to continue the arbitration or admit or waive the claim"*).

Conversely, mere *"financial difficulties preventing a party from paying its lawyers is not a mandatory ground for staying the arbitration"* (POUDRET|BESSON, *op. cit.*, p. 506 (Exhibit CLA-48)). This has also been

[2] Article 207 para. 1 SchKG (Swiss Debt Collection and Bankruptcy Act).

confirmed by the Federal Tribunal, which held that *"it is up to the party to secure the costs of representation for further proceedings in a timely manner"* (Decision of the Federal Tribunal of June 2, 2004, 4P.64|2004, consideration 3.3, in: ASA Bulletin 2004, Vol. 22(4), p. 789 (Exhibit CLA-50)).

In the case of SCO, there is no trustee that needs time to become familiar with the file – SCO explicitly acknowledges being a *"debtor in possession"* and having itself the powers of a bankruptcy trustee (Letter, p. 1). Consequently and rightly, SCO does not even request such a discretionary stay. Further, as shown below, SCO had – and continues to have – every opportunity to obtain authorization to retain arbitration counsel. It is SCO which has decided not to seek such authorization, but this should not be charged against SUSE.

**B. U.S. Law Indisputably Does Not Affect the October 30 Deadline for SCO's Rejoinder on its Own Counterclaims**

As the Tribunal is aware, the parties have already submitted Opening Memorials and Oppositions. The only remaining submissions are the parties' rejoinders in support of their respective claims and counterclaims, which are due on October 30, 2007. SUSE's rejoinder does not require SCO to do any work, so the only deadline that applies to SCO is the October 30 deadline for SCO's rejoinder in support of its own counterclaims.

SCO's letter does not explicitly address the impact of U.S. bankruptcy law on its counterclaims, but implies that SCO is *"prohibited"* from continuing with any aspect of the arbitration, including its counterclaims (Letter, p. 2). U.S. law does *not*, however, stay SCO's counterclaims.

As SCO itself notes, U.S. bankruptcy law stays certain proceedings and claims *"against the debtor"* (Letter, p. 2, *quoting* 11 U.S.C. § 362(a)). U.S. courts have held that this means that the stay potentially applies only to claims *against* the debtor, and does *not* apply to any claims or counterclaims asserted *by* the debtor against other parties (*see, e.g., In re United States Abatement Corp.*, 157 B.R. 278 (E.D. La. 1993) (nondebtor's motion to reinstate debtor's counterclaim and its own motion for summary judgment thereon did not violate stay) (Exhibit CLA-51), *aff'd* 39 F.3d 563 (5th Cir. 1994); *Rett White Motor Sales Co. v. Wells Fargo Bank*, 99 B.R. 12, 13-14

(N.D. Cal. 1989) (stay does not affect claims brought by debtor) (Exhibit CLA-52)). *United States Abatement* is particularly instructive because it illustrates that the issue is not which party is taking the initiative, but rather whether the claim is by the debtor seeking to assert rights against the nondebtor.

SCO has made no showing, therefore, that its bankruptcy filing stayed SCO's counterclaims against SUSE. SCO and its bankruptcy counsel are certainly aware of this rule, but have nevertheless failed to mention it. SCO's failure is particularly egregious because the *only* deadline that SCO is facing before the December hearing is its rejoinder for its own counterclaims. Thus, SCO is attempting to mislead the Tribunal by suggesting that the U.S. bankruptcy stay justifies postponement of a deadline to which the stay clearly does not apply.[5]

### C. SCO Could Have Easily Obtained Arbitration Counsel Approval By Now, and Can Still Do So By November 6

Recognizing that it was facing an October 30 deadline on which its bankruptcy has no possible effect, SCO should have obtained approval for arbitration counsel. SCO has had plenty of time to do so.

SCO's bankruptcy petition was precipitated by developments in the Utah district court litigation. On August 10, 2007, the Utah court ruled that SCO does not own the Unix copyrights that SCO has asserted in its Utah lawsuits against IBM and Novell (Exhibit C-173). Over *a month later*, SCO filed its Chapter 11 bankruptcy petition on September 14, 2007 (copy attached to SCO's notice to the Tribunal of September 17, 2007).

On the same day that SCO filed its bankruptcy petition, SCO immediately applied for approval to retain two sets of bankruptcy counsel (Exhibits C-182 and C-183). SCO also filed an application regarding monthly compensation procedures for professionals, which stated that SCO *"will soon file"* an application to retain Boies Schiller & Flexner as *"special litigation co-counsel"* (Exhibit C-184, p. 3). All of SCO's applications were approved by the

[5] Of course, if SCO were confident about its counterclaims, it should be aggressively prosecuting them, but it is doing exactly the opposite.

Bankruptcy Court on October 4, 2007 (Exhibits C-185, C-186, C-187). However, SCO has still not requested approval to retain arbitration counsel as of this date, and hence the Bankruptcy Court has not addressed this issue.

SCO has thus had ample time in which to prepare and file simple motions seeking approval of its arbitration counsel. SCO used that time to seek and obtain approval for *two* separate sets of bankruptcy counsel. SCO could and should have applied for approval of arbitration counsel at the same time, especially since SCO knew that its counterclaims were not stayed and that its rejoinder is due on October 30, 2007.

As even SCO admits, it can likely obtain approval to employ Boies, Schiller & Flexner as its counsel for the arbitration by *"early November"* (Letter, p. 2).[4] SCO has suggested that obtaining approval of its Swiss counsel may take longer, but has presented no real reason, other than SCO's own delay in preparing its application. In any event, SCO's counsel can simply continue to work on the arbitration until approval is granted, as SCO's bankruptcy counsel did before its retention was approved on October 4.[5]

SCO also suggests that the arbitration should be postponed because its bankruptcy counsel needs time to become familiar with the issues (Letter, p. 4). But the arbitration is being handled by SCO's arbitration counsel, who is already thoroughly familiar with the case, and not by its bankruptcy counsel. In addition, SCO is acting as "debtor in possession" under Chapter 11 of the U.S. Bankruptcy Code (Letter, p. 1), meaning that, unlike a Chapter 7 bankruptcy, there is no court-appointed trustee or liquidator who needs time to get up to speed.

4 The next hearing date before the U.S. bankruptcy court is November 6, 2007. Motions in U.S. bankruptcy court are generally decided quickly, and approval may be requested on an expedited basis. Indeed, SCO's prior motions were approved on October 4, the day *before* the scheduled hearing on October 5, 2007.

5 SUSE notes also that Boies, Schiller & Flexner LLP, who has not yet been approved by the U.S. Bankruptcy Court, nevertheless sent SCO's September 21, 2007 letter to the Tribunal and apparently explained a Swiss treatise for SCO's October 1 letter, which presumably also involved input from SCO's Swiss counsel. (Letter at pp. 4-5.)

### D. SCO's Effort to Obtain a U.S. Bankruptcy Court Injunction Against SUSE Is Unlikely to Succeed

SCO discusses and attaches its effort to enjoin, in U.S. bankruptcy court, SUSE from proceeding with this arbitration (Letter, p. 3). SCO does not suggest that the merits of such an effort are a matter for this Tribunal to decide, and SUSE does not so contend either. Nevertheless, it is important to understand that there are significant defects in SCO's attempt to enjoin a German entity from pursuing a Swiss arbitration, as this further reinforces the conclusion that this arbitration should proceed as scheduled. In particular, SUSE believes that (1) any U.S. bankruptcy stay does not apply to SCO's counterclaims; (2) the U.S. court does not have the required personal jurisdiction over SUSE; and (3) SUSE's Phase II claims seek defensive relief that is not subject to any stay.

#### 1. Any Stay Does Not Apply to SCO's Counterclaims Against SUSE

SCO's "Motion to Enforce the Automatic Stay" is unclear as to whether SCO is asking the Bankruptcy Court to enjoin SUSE from taking action related to SCO's counterclaims. To the extent that SCO is requesting such an injunction, SCO would have to explain why such a stay would be warranted. As noted above, courts have held that a U.S. bankruptcy stay potentially applies only to claims *against* the debtor, and not to claims *by* the debtor against others.

#### 2. SUSE Is Not Subject to any Stay Under U.S. Law Because SUSE Does Not Have Sufficient Contacts with the U.S. to Confer Personal Jurisdiction

The bankruptcy stay also does not apply to SUSE's claims against SCO, because SUSE is not subject to the jurisdiction of the U.S. bankruptcy court.

As SCO admits, the automatic stay under U.S. bankruptcy law applies only to *"entities within the bankruptcy court's jurisdiction"* (Letter, p. 3). Thus, a foreign creditor such as SUSE is not subject to any bankruptcy stay unless *"the Bankruptcy Court has in personam jurisdiction to enforce the stay against it"* (SCO's Motion to Enforce Automatic Stay, p. 5; *see, e.g., Fotochrome, Inc. v. Copal Co., Ltd.*, 517 F.2d 512, 516 (2nd Cir. 1975)

(affirming holding that stay has no effect unless foreign entity is subject to U.S. bankruptcy court's *in personam* jurisdiction) (Exhibit CLA-53)).

It is SCO's burden in the U.S. bankruptcy court to establish that SUSE is subject to the court's personal jurisdiction, a burden that SCO cannot carry. SCO suggests jurisdiction over SUSE exists because of *"SUSE's licensing of its software to a U.S. company (Novell), its membership in the UnitedLinux LLC, a Delaware LLC, and other business contacts within the U.S."* (Letter, p. 3). However, merely licensing software to a U.S. company is not sufficient to create personal jurisdiction (*see, e.g., Sunbelt Corp. v. Noble, Denton & Assoc., Inc.*, 5 F.3d 28, 32 (3d Cir. 1993) (*"[A] non-resident's contracting with a forum resident, without more, is insufficient to establish the requisite 'minimum contacts.'"*) (Exhibit CLA-54)).

The LLC Agreement to which SCO refers, creating the UnitedLinux corporate entity, is not at issue in this arbitration or in the bankruptcy and therefore also cannot ground jurisdiction over SUSE. Instead, as the Tribunal is aware, this arbitration concerns the broad IP assignment and license provisions of the Joint Development Contract (JDC) and the Master Transaction Agreement (MTA), both of which provide for arbitration in Switzerland under Swiss law and do not subject the signatories to United States or Delaware law (Exhibit C-3, Sections 9.1, 9.3, 9.4; Exhibit C-4, Sections 12.1, 12.3, 12.4).

### 3. SUSE's Phase II Claims Are Not Subject to the Automatic Stay Because They Are Limited to Defensive Non-Monetary Relief

A further reason that SUSE's claims are not stayed by U.S. bankruptcy law is that SUSE's Phase II claims are defensive and do not seek any monetary relief. As the Tribunal is aware, this dispute was triggered by SCO's claim that SUSE's Linux products infringe SCO's copyrights. If SCO had not made this claim, then SUSE would not have any need to file this arbitration. The main purpose of the present Phase II of the arbitration is to determine whether the JDC and MTA protect SUSE from SCO's infringement claims. This purpose is defensive, rather than offensive in character. The key relief sought by SUSE in Phase II is a declaration that SCO is precluded from asserting claims

against SUSE and its customers related to the SUSE Linux product.[6] SCO characterizes the relief sought by SUSE in a similar manner, stating that SUSE seeks to *"restrain SCO's enforcement of its intellectual property rights"* (Letter, p. 4).

Because SUSE's Phase II claims are defensive in nature, the bankruptcy stay would not apply even if the Bankruptcy Court had jurisdiction over SUSE:

> Since section 362 mandates a stay only of litigation *"against the debtor"* designed to seize or exercise control over the property of the debtor ... it does not prevent entities against whom the debtor proceeds in an offensive posture ... from *"protecting their legal rights"* (*In re: Financial News Network Inc.*, 158 B.R. 570 (S.D.N.Y. 1993) (Exhibit CLA-55)).

In this respect, this case bears considerable similarity to *In re Transp. Sys. Int'l*, 110 B.R. 888 (D. Minn. 1990) (Exhibit CLA-56). There, the bankrupt entity (TSI) had demanded certain freight payments from Honeywell, but had not instituted formal proceedings against Honeywell. Honeywell responded by filing an ICC arbitration seeking a declaration that the freight billing was improper. TSI argued that the ICC arbitration violated the bankruptcy stay. The bankruptcy court agreed with TSI and awarded sanctions against Honeywell. On appeal, however, the court overturned that ruling, finding that because Honeywell's arbitration was defensive in nature it was not "against the debtor" within the meaning of the bankruptcy stay statute and therefore not subject to the automatic stay (*id.*, at p. 893).

### E. SCO's Argument Regarding the Enforceability of an Arbitral Award Is Both Incorrect and Irrelevant

Finally, SCO asserts that an arbitral award would be unenforceable against SCO in the United States. Such an argument assumes that this arbitration is proceeding in violation of the automatic stay. For the reasons discussed in

[6] SUSE has also requested damages, but SUSE's damages claim is not at issue in Phase II and has been deferred to a later phase. Thus, there is no need to address the impact, if any, of SCO's bankruptcy filing on SUSE's damage claim at this time.

this letter, that is not the case. Where an arbitration proceeds with a party not subject to the stay, arguments about the (non-existent) stay do not affect the enforceability of the arbitral award. Those are precisely the circumstances present in *Fotochrome, Inc. v. Copal Co.*, 517 F.2d 512 (2d Cir. 1975) (Exhibit CLA-53). There, Copal, a Japanese corporation, obtained a favourable arbitral award against Fotochrome, a New York corporation that entered Chapter 11 bankruptcy during the arbitration. Copal brought that award to the bankruptcy court as debt against the estate. The court first held that, because neither the Japanese Commercial Arbitration Association nor Copal were subject to the jurisdiction of the bankruptcy court, the stay had no effect on them (*id.*, at p. 516; *see also In re Fotochrome, Inc.*, 377 F. Supp. 26, 28 (E.D.N.Y. 1974) (Exhibit CLA-57)). The court went on to hold that Copal was free to seek recognition of the arbitral award on the same footing as any other judgment creditor (*Fotochrome*, 517 F.2d at p. 520 (Exhibit CLA-53)).

SCO's arguments about enforceability are also irrelevant to the issue of whether this arbitration should be stayed in view of SCO's bankruptcy petition. In line with Article 35 of the ICC Rules, the Tribunal does not have a duty to ensure that the award may be enforced in a specific jurisdiction – let alone when, as in the present case, the Claimant SUSE is prepared to take the risk of potentially restricted enforceability (*see* DERAINS|SCHWARTZ, A Guide to the ICC Rules of Arbitration, 2nd ed., 2005, pp. 385|386 (*"Nor does [Article 35] require the Arbitral Tribunal to ensure that the Award would be subject to execution in any particular country"*) (Exhibit CLA-58)). Further, in light of Article 28 para. 6 of the ICC Rules, it is curious that SCO insinuates that it does not feel bound by any award and would rather force SUSE to initiate formal enforcement proceedings than comply with its contractual promise to *"carry out any Award without delay"* (*see* DERAINS|SCHWARZ, *op.cit.*, p. 320 (*"This sets forth the general obligation of the parties to comply with Awards promptly and voluntarily"*) (Exhibit CLA-58)).

**F. SUSE Will Suffer Prejudice If This Arbitration Is Stayed**

Finally, and perhaps most importantly, the Tribunal should not stay this arbitration because SUSE will suffer prejudice if it does. As discussed above, SCO started this dispute by falsely and improperly claiming that SUSE's products infringe SCO copyrights. SCO claimed that SUSE's licenses under

the JDC and MTA provide no protection to SUSE's customers, and has suggested that SUSE's customers are susceptible to infringement lawsuits due to their use of SUSE products. Such claims cast a cloud over SUSE's products and SUSE is entitled to a declaration of its rights in order to lift that cloud.

Despite its bankruptcy, SCO has not stopped making such claims. As recently as October 1, 2007, SCO's CEO Darl McBride gave an interview to a prominent U.S. technology magazine in which he claimed SCO will overturn the Utah rulings, allowing SCO to continue its pursuit of its copyright claims against SUSE customers (Exhibit C-188). Likewise, SCO's "SCOsource" website, in which SCO claims that Linux infringes SCO copyrights and offers the public a "license" to avoid such infringement, remains active (Exhibit C-189, accessed on October 8, 2007). SUSE is entitled to pursue this arbitration on the present schedule to lift the cloud SCO has cast over SUSE's products and to prevent SCO from continuing to make claims that SUSE's products infringe SCO copyrights.

The present schedule has been set for many months. The parties, their attorneys, and likely the Tribunal have each adjusted their schedules to accommodate the upcoming deadlines and events. SUSE believes the arbitration should be kept on schedule, and the hearing dates for December maintained.

Sincerely,

David Rosenthal

Exhibits as per separate list

cc (via email, fax and courier):

- ICC Secretariat (Francesca Mazza and Elise Leiong)
- Jonathan D. Schiller, William A. Isaacson
- Stuart H. Singer, William T. Dzurilla
- Paolo Michele Patocchi
- Michael A. Jacobs, Grant L. Kim, Kenneth W. Brakebill
- Arthur J. Spector, Berger, Singerman (e-mail and fax only)

**List of Exhibits of**
**Claimant's Letter regarding the Effects of SCO's Bankruptcy Filing**

**of October 9, 2007**

**In the Arbitration Proceeding of**

**SuSE Linux GmbH**
**vs.**
**The SCO Group, Inc.**

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**Exhibit C-182** Debtors' Application to the United States Bankruptcy Court for the District of Delaware for Approval of Employment of Berger Singerman, P.A. as Counsel for Debtors *nunc pro tunc* to the Petition Date, dated September 14, 2007

**Exhibit C-183** Debtors' Application to the United States Bankruptcy Court for the District of Delaware for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Bankruptcy Co-Counsel for the Debtors and Debtors-in-Possession *nunc pro tunc* to the Petition Date, dated September 14, 2007

**Exhibit C-184** Debtors' Motion before the United States Bankruptcy Court for the District of Delaware for an Administrative Order establishing Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals and Reimbursement of Expenses of Committee Members dated September 14, 2007

**Exhibit C-185** Order of the United States Bankruptcy Court for the District of Delaware Authorizing Employment of Berger Singerman, P.A. as Co-Counsel for Debtors *nunc pro tunc* to the Petition Date, dated October 4, 2007

**Exhibit C-186** Order of the United States Bankruptcy Court for the District of Delaware Authorizing Employment and Retention of Pachulski Stang Ziehl & Jones LLP as Bankruptcy Co-Counsel for Debtors and Debtors-in-Possession *nunc pro tunc* to the Petition Date, dated October 4, 2007

**Exhibit C-187** Administrative Order of the United States Bankruptcy Court for the District of Delaware Establishing Procedures for Interim Monthly

Compensation of Professionals, dated October 4, 2007

**Exhibit C-188** Computerworld article "SCO's McBride: Rumors of our Demise are Greatly Exaggerated" dated October 1, 2007

**Exhibit C-189** Excerpt from SCO's SCOsource website, accessed October 8, 2007, www.sco.com/scosource/license_program.html,

**Legal Authorities filed with**
**Claimant's Letter regarding the Effects of SCO's Bankruptcy Filing**

**of October 9, 2007**

**In the Arbitration Proceeding of**

**SuSE Linux GmbH**
**vs.**
**The SCO Group, Inc.**

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**Exhibit CLA-45** KAUFMANN-KOHLER | LÉVY, Insolvency and International Arbitration, in: Peter/Jeandin/Kilborn (eds.), The Challenges of Insolvency Law Reform in the 21st Century, 2006

**Exhibit CLA-46** BERNET, Schiedsgericht und Konkurs einer Partei, in: Festschrift Kellerhals 2005, pp. 18-21 (with partial English translation)

**Exhibit CLA-47** BROWN-BERSET | LÉVY, Faillite et Arbitrage, in: ASA Bulletin 1998, Vol. 16(4) (with partial English translation)

**Exhibit CLA-48** POUDRET | BESSON, Comparative Law of International Arbitration, 2nd. ed., 2007, 505

**Exhibit CLA-49** RÜEDE | HADENFELDT, Schweizerisches Schiedsgerichtsrecht, 2nd ed., 1993, 244 (with partial English translation)

**Exhibit CLA-50** Decision of the Swiss Federal Tribunal of June 2, 2004, 4P.64/2004 in: ASA Bulletin 2004, Vol. 22(4) (with partial English translation)

**Exhibit CLA-51** *In re United States Abatement Corp.*, 157 B.R. 278 (E.D. La. 1993)

**Exhibit CLA-52** *Rett White Motor Sales Co. v. Wells Fargo Bank*, 99 B.R. 12 (N.D. Cal. 1989)

**Exhibit CLA-53** *Fotochrome, Inc. v. Copal Co., Ltd.*, 517 F.2d 512 (2nd Cir. 1975)

**Exhibit CLA-54** *Sunbelt Corp. v. Noble, Denton & Assoc., Inc.*, 5 F.3d 28 (3d Cir. 1993)

**Exhibit CLA-55** *In re: Financial News Network Inc.*, 158 B.R. 570 (S.D.N.Y. 1993)

**Exhibit CLA-56** *In re Transp. Sys. Int'l*, 110 B.R. 888 (D. Minn. 1990)

**Exhibit CLA-57** *In re Fotochrome, Inc.*, 377 F. Supp. 26 (E.D.N.Y. 1974)

**Exhibit CLA-58** DERAINS | SCHWARZ, A Guide to the ICC Rules of Arbitration, 2nd ed., 2005, 320, 385-86.