

The SCO Group, Inc
Engineering Services Rebranding Certification Program Agreement

This Agreement is made and entered into on the date last signed by and between The SCO Group, Inc. for itself or its Subsidiaries (collectively hereafter referred to as "SCO"), a Delaware corporation with its principal place of business at 355 South 520 West, Suite 100, Lindon, Utah U.S.A., and (Company) as identified in the signature block of this agreement.

WHEREAS, The SCO Group has implemented an Engineering Services Rebranding Certification Program allows the SCO Channel Partner that purchases a computer system product that has previously been Certified by the original OEM and is listed in the SCO Compatible Hardware Web Pages under the original manufacturers name to be added as a supplemental listing after the SCO Channel Partner has repackaged or relabeled the product.

WHEREAS, Company has purchased a computer system product certified by the original OEM and such is listed in the SCO Compatible Hardware Web Pages under the original manufacturers name and Company wishes to submit such products under its own name for listing in the SCO Compatible Hardware Web Pages.

NOW, THEREFORE, SCO and Company agree as follows:

1.0 ELIGIBLE PRODUCTS

Any computer system product manufactured by Intel Corporation that has been Certified by Intel for any SCO platform, and Release, and is submitted by an SCO authorized channel partner is eligible for rebranding.

2.0 SUBMISSION AND TESTING REQUIREMENTS

Prerequisites for Computer System submission. Any Eligible product tested as a SCO Channel Partner must meet the following requirements.

- 2.1 The original manufacturer must grant the SCO Channel Partner permission to repackage or relabel a computer system previously listed as SCO Certified in the SCO CHWP
- 2.2 The SCO Channel Partner will agree to the terms and conditions provided in the Engineering Services Rebranding Certification Program agreement. This will be a blanket agreement and cover all systems listed in the SCO CHWP.
- 2.3 The SCO Channel Partner may only submit those computer systems for the SCO Operating System version and release that the original OEM product is listed for as SCO Certified
- 2.4 The product model name must be specific and unique and can only describe one system. The exception to this is a suffix may be added to the model name/number to describe more than one speed of a processor
- 2.5 While power supplies, chassis, fans, etc. may be different from the tested and Certified system listed as Certified in the SCO CHWP, each changed component will meet or exceed the specifications of the original product Certified by the OEM, and the server board can in no way be modified or changed in any way.
- 2.6 The disk subsystem in the SCO Channel Partner Product must be identical to the tested OEM product. Hard drive choices are allowable within the categories of ATA, SATA, SCSI, RAID, or SAS, etc.
- 2.7 The repackaged/relabeled system must use the same motherboard used in the original submission, unmodified in any way.
- 2.8 BIOS Changes that alter ACPI, power management, or that add functionality are not allowed.
- 2.9 The microprocessor speed must be equal to or less than the original system

- 2.10 The microprocessor must be from the same microprocessor family and type as the original system.

3.0 CERTIFICATION IN GOOD STANDING

- 3.1 Provided that Company is in good standing, the SCO Engineering Services Rebranding Certification Program will provide Company with the following program privileges, including but not limited to:
- Reduced testing requirement
 - Reduced processing fee
 - Listing in the CWHP under the Channel Partners brand
- 3.2 SCO or its representatives shall have the right to audit Company's certification records, at SCO's expense, as reasonably requested by SCO, provided, however, that Company shall reimburse SCO for said expenses in the event the audit discloses errors and /or discrepancies between submitted records and services provided.
- 3.3 Company shall keep all records related to its SCO certification services for at least five (5) years after such certification services.
- 3.4 Should Company fail to meet the submission requirements listed in Section 2.0, written notice shall be sent to Company, upon which Company shall have thirty (30) days to correct such failure. Once the correction has been made, the privileges as outlined above shall be reinstated. In the event such failure has not been corrected, this Agreement may be terminated immediately by SCO.
- 3.5 The Engineering Services Rebranding Certification Program may be revised or canceled by SCO at any time upon reasonable notice to Company.
- 3.6 No end user customer of Company's hardware will be provided Support or maintenance by SCO under this Agreement. Support and maintenance are available under separate agreement.
- 3.7 SCO will provide escalation support to the Company via the OEM if a problem can be reproduced on the Company's hardware as it was Certified in the CHWP.

4.0 FEES AND PAYMENT

- 4.1 Company shall pay SCO the annual subscription fee included in Exhibit A of this Agreement.
- 4.2 All payments shall be due and payable Thirty (30) days from date of invoice. SCO may charge Company interest at the rate of Twelve Percent (12%) per year, or such maximum rate as may be permitted by law, whichever shall be less, with respect to any sum which is not paid in accordance with this provision. Credit cards are acceptable for those customers who do not have an account with SCO.
- 4.3 All fees are exclusive of any applicable taxes.
- 4.4 SCO shall have the right to revise any subscription fees upon sixty (60) days written notice. Such fee changes shall become effective for an annual renewal period of this Agreement.

5.0 Term And Termination

- 5.1 This Agreement shall be in effect for an initial term of one (1) year and shall continue thereafter until terminated by either party, for any reason whatsoever and with no liability arising there from, upon at least sixty (60) days prior written notice.
- 5.2 However, should either party breach any provision of this Agreement and fail to remedy such breach within thirty (30) days of written notice thereof, the injured party may terminate this

Agreement immediately and may pursue any other rights and remedies provided by law or equity or this Agreement.

- 5.3 Further, either party may terminate this Agreement immediately if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, files or has filed against it by a third party any petition under any Bankruptcy Act, or an application for a receiver of the other party is made by anyone and such petition or application is not resolved favorably to the other party within sixty (60) days.
- 5.4 Upon termination, Company shall immediately cease using any SCO logos, trademarks, trade names and the like and shall return to SCO any SCO property, including, but not limited to, marketing materials.

6.0 LIMITATION OF LIABILITY

Company assumes all risks related to submissions of computer systems under the SCO Engineering Services Rebranding Certification Program policy and acknowledges that SCO shall not be liable for any damages (direct, incidental, consequential, special, punitive or speculative) including, but not limited to, property damage, personal injury, loss of profits and interruption of business, however caused, whether for breach of warranty, contract, strict liability or otherwise, arising out of or relating to this Agreement.

IN NO EVENT SHALL SCO BE LIABLE FOR ANY DAMAGES ARISING HEREUNDER IN EXCESS OF PAYMENTS MADE TO SCO BY COMPANY HEREUNDER. IN NO EVENT SHALL SCO BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER.

7.0 INDEMNIFICATION

Company will indemnify and hold harmless SCO against any damage, loss, liability or expense (including attorney's fees) that SCO may incur as follows:

- 7.1 Any action or consequence with respect to any of Company under this agreement as a result of their negligent acts, omissions or willful misconduct.
- 7.2 The result of the following:
 - 7.2.1 Any warranty, condition, representation, indemnity or guarantee granted by Company with respect to the test tools, suites, or related materials.
 - 7.2.2 Any omission or inaccuracy in Company's advertisements or promotional materials that relate to the SCO Engineering Services Rebranding Certification Program.

8.0 CONTROLLING LAW AND FORUM

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. Process may be served by U.S. mail, postage prepaid, certified or registered, return receipt requested, by express courier such as DHL or Federal Express, or by such other method as is authorized by law. Nothing in this Section will prevent SCO from seeking injunctive relief or filing legal actions for payment of outstanding and past due debts in the courts.

9.0 NOTICES

Any notice required by this agreement shall be given in writing, sent to the addresses set forth above, or to such other addresses as the parties may from time to time specify, via United States Mail, first class postage prepaid, via courier, or via hand-delivery.

10.0 FORCE MAJEURE

Except for any payment obligations hereunder, neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, terrorism, labor disputes, government actions, or the like if performance resumes reasonably soon thereafter given all relevant circumstances.

11.0 PROHIBITION AGAINST ASSIGNMENT OF RIGHTS

Company may not assign, sublicense, rent, lend, lease, pledge or otherwise transfer or encumber its rights or obligations under this Agreement; provided, however, Company may assign its rights under this Agreement to an acquiror of all or substantially all of its stock, assets or business only with the prior written consent of SCO. Any attempt by Company to assign this Agreement or any portion of it without SCO's consent shall be null and void. This Agreement shall be binding on, and shall inure to the benefit of, permitted successors and assigns.

12.0 INDEPENDENT CONTRACTOR

Each party acknowledges that the parties to this Agreement are independent contractors and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other. This Agreement does not create a joint venture or fiduciary relationship of any kind between the parties.

13.0 SOLE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior and contemporaneous discussions, communications, writings or agreements between them. Any executory agreement made hereafter shall be ineffective to change, modify discharge or effect an abandonment of this agreement in whole or part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

ACCEPTED AND AGREED TO:

Company Name _____
Name: Please Print _____
Title _____
Signature _____

Telephone Number _____
e-mail address _____

Exhibit A

SCO Engineering Services Rebranding Certification Program

1.0 Certification Subscription Fee

1.1 Certification Subscription Fee is as follows:

Annual Fee \$ _____

Per System Certification Fee \$ _____

1.2 The annual subscription, and per system certification fee are subject to change at the time of contract renewal.

2.0 Company Contact Information

2.1 Primary Contact: _____

Phone: _____

E-mail: _____

2.2 Primary Contact: _____

Phone: _____

E-mail: _____