



SCO SUPPORT SERVICES

SCO SOFTCARESM AND SCO SOFTTECHSM

Service Philosophy

The Santa Cruz Operation, Inc. (SCO) is committed to providing more than just our excellent XENIX[®]/UNIX[®] systems software and applications. We believe that our desire and ability to provide excellent support service for you and your customers is what makes SCO truly unique among multiuser software companies.

In order to provide service at the right level for every need, SCO offers a full range of support services for our software products: SCO SoftCare Level I, SCO SoftCare Level II, Introductory SCO SoftCare to assist the new user, and SCO SoftTech, a complete support package specifically designed for resellers and developers.

Introductory SCO SoftCare

To help you get your SCO software product installed and running as quickly and easily as possible, we provide 30 days of toll-free "hotline" access to the SCO SoftCare Support Center with each package. Instructions for using Introductory SCO SoftCare are on this card, so you can take advantage of this service immediately.

SCO SoftCare Level I

This basic level of support provides timely technical information at a low cost. It includes a subscription to DiSCover, the SCO newsletter and technical bulletin, a 25 percent discount on Product Updates, and prompt response to your written requests for software assistance.

DiSCover contains timely information about SCO's packaged software products, in-depth discussions of problems and solutions, Product Update distribution information, and educational activities.

SCO SoftCare Level I support customers may report problems or submit suggestions to the Support Center in written form or via UUCP over usenet or uunet. All correspondence will be answered promptly.

SoftCare Level II

For users who want a higher level of support, SCO offers SCO SoftCare Level II. This package includes all the services available in SoftCare Level I support, plus additional services.

SCO SoftCare Level II gives you direct access to the SCO SoftCare Support Center via a toll-free "hotline." Our trained support staff will act quickly to help you keep your system running at peak performance. For maximum convenience, the hotline is open from 6:00 a.m. to 5:00 p.m. Pacific Time. You also receive a 50 percent discount on Product Updates and a 20 percent discount on all training.

SCO SoftTech

For resellers and developers, SCO SoftTech offers you the ability to support your customers with high-priority back-up under a single SCO SoftTech contract. Your toll-free "hotline" call is assured a guaranteed response time and escalation based on the severity of the problem. In addition, SCO SoftTech offers one free Product Update for each supported product, as well as discounts on additional Product Updates, training classes, course materials, and bulk literature.

How to Use Introductory SCO SoftCare Level II

In the United States and Canada, call toll-free 800-626-4381.

First, tell the customer service representative that you have just purchased an SCO software product. The operator will ask for your serial number and assign you a KEY NUMBER that is your key to the SCO SoftCare Support Center.

To confirm your KEY NUMBER, you must also fill in and return your Customer Registration Form within five (5) working days of purchase.

Outside the United States and Canada, contact your vendor. If you cannot reach your vendor, you may call USA 408-425-7222, and we will refer you to a distributor in your country.

How to Purchase Continuing SCO SoftCare Support

Call the SCO SoftCare Support Center and tell the operator that you wish to purchase SCO SoftCare. We accept MasterCard, Visa, and American Express. To verify your order, you must complete and return the Customer Registration Form within 5 working days.

SCO SoftCare Support agreements last for one year following either the expiration date of your 30-day Introductory SoftCare term or the date SCO receives payment — whichever is later.

Resellers, VARs, Software and Hardware Developers

Call the SCO Support Center for additional information on the SCO SoftTech program that best meets your heavy-duty support needs.



400 Encinal Street, P.O. Box 1900
Santa Cruz, CA, 95061

Sales and Info (U.S. and Canada): (800) 626-UNIX (626-8649)

Support (U.S. and Canada): (800) 626-4381

(408) 425-7222 - FAX (408) 458-4227

TWX: 910-598-4510 SCO SACZ

P.O. Box 4YN, 18 Noel Street
London W1A 4YN United Kingdom



SOFTCARESM SUPPORT SERVICE AGREEMENT

I. DEFINITIONS. The following definitions of various terms to be used throughout this Agreement.

- A. "SUPPORTED SOFTWARE" means the computer program(s) designated by you on the SoftCare Support Agreement Registration form (includes only packaged products for personal computers).
- B. "PRODUCT UPDATE" means a revision, enhancement, or new release of the software or user manuals designed to correct an error or improve the product.
- C. "SUPPORT CONTACT" means the authorized individual(s) specified on the SoftCare Support Agreement Registration card with whom SCO communicates when providing support services. The SUPPORT CONTACT may be you, your employee, or a consultant providing services directly to you. The SUPPORT CONTACT should be knowledgeable about how the SUPPORTED SOFTWARE is being used and the operating environment.
- D. A "SOFTWARE PROBLEM" is defective software distribution media and/or software function which is inconsistent with the user manual(s).

II. SERVICES PROVIDED BY THE SANTA CRUZ OPERATION (SCO)

A. SOFTCARE LEVEL I

This service provides:

1. **SOFTCARE TECHNICAL BULLETIN.** Compiled periodically by the SoftCare Analysts, the Technical Bulletin is a collection of all the latest information about SCO's products. Application notes, techniques, and other product information are included, as well as announcements concerning availability of new products and product updates.
2. **WRITTEN PROBLEM ASSISTANCE.** SoftCare Support customers may submit written requests for software assistance on forms provided by SCO. A prompt written response will be sent via Mailgram. SCO may contact the customer by telephone at its option.
3. **PRODUCT UPDATES.** SCO has a policy of continually enhancing its products. SCO will periodically make these PRODUCT UPDATES available to the SoftCare Level I customer at

25% off the published price. Announcement of availability will be made in the SoftCare Technical Bulletin.

B. SOFTCARE LEVEL II

This service provides:

1. **SOFTCARE LEVEL I** services, plus an added discount of 25% on product updates (50% total discount).
2. **TELEPHONE ASSISTANCE.** The SUPPORT CONTACT will be given the toll-free telephone number of the SoftCare Support Center. By calling this number, the SUPPORT CONTACT can contact a trained Support Analyst to ask questions or seek advice relating to the use of SUPPORTED SOFTWARE. The SoftCare Support Analyst will assist the customer in utilizing their SUPPORTED SOFTWARE, and in identifying and providing a workaround, if possible, for SOFTWARE PROBLEMS found in SUPPORTED SOFTWARE. Assistance may include communicating via terminal from the SoftCare Support Center. Telephone assistance shall be available weekdays from the hours of 6:00a.m. to 5:00p.m. (Pacific Time) excluding holidays. Calls will be responded to within 4 working hours of receipt. Customer may also communicate with the SoftCare Support Center by U.S. Mail or via UUCP.
3. **TRAINING DISCOUNTS.** One free day of XENIX[®] training in a regularly scheduled class with SoftCare Level II for XENIX and 20% discount on all additional training.

III. LIMITATIONS OF SOFTCARE SUPPORT

A. SUPPORTED SOFTWARE versions. SCO will provide support for only the current supported version and will support the previous version for a period of 6 months following announcement of the new version. When the 6 month period expires, the customer must purchase the update to continue to be supported. SoftCare may not be purchased or renewed for software that is not the current version.

B. The following are not supported under this agreement:

1. Altered or modified software object code.

2. Consulting services, including applications design or recommendation, recovery of lost data, or any customer purchase recommendations.

3. SOFTWARE PROBLEMS created by your negligence or fault.

4. SOFTWARE PROBLEMS resulting from hardware malfunction.

5. SOFTWARE PROBLEMS that do not significantly impair or affect the operation of SUPPORTED SOFTWARE.

6. SUPPORTED SOFTWARE used on a computer system other than that specified by you on the SoftCare Support Agreement Registration Form.

7. Support of software not sold by SCO, or software sold by SCO that is not covered under SoftCare.

C. Extraordinary expenses. SCO reserves the right to charge for unusual or excess telephone, shipping, handling, media or user manual expenses in connection with SoftCare Support to be provided hereunder. In all cases, SCO shall notify you of these costs in advance.

IV. CUSTOMER RESPONSIBILITIES. Customer agrees to limit use of SoftCare Support services to occasions when the SUPPORTED SOFTWARE fails to work as set forth in the user manuals or the user manuals are unclear. Questions concerning adaptation or modification of the SUPPORTED SOFTWARE are not covered by this Agreement. Customer agrees to furnish descriptions of malfunctions in the form requested by SCO's support staff. Customer also agrees to assist SCO's efforts to duplicate the SOFTWARE PROBLEM.

V. LICENSE AGREEMENT. All PRODUCT UPDATES, user manuals (or portions thereof), media, and services provided hereunder are subject to all of the terms and conditions of the executed License Agreement between you and SCO, including but not limited to the terms of the Limited Warranty and Limitations of Remedies contained therein.

VI. EXTRAORDINARY CIRCUMSTANCES. SCO shall not be responsible for failure to fulfill, or delay in fulfilling its obligations under this Agreement due to causes beyond its control.

VII. TERM AND TERMINATION OF AGREEMENT. You must return a completed SoftCare Support Agreement Registration form and Customer Registration form before this agreement will take effect. If the Softcare Support Agreement Registration and Customer Registration forms have been returned to SCO, this Agreement will become effective at the expiration of your Introductory SoftCare Support period or on the date payment is received by SCO, whichever is later. This agreement will remain in effect for the period of one (1) year from the effective date of this Agreement, unless terminated by either party by reason of and upon any violation of the terms and conditions herein. SCO may terminate this Agreement if you default on any payment due to SCO hereunder.

VIII. MISCELLANEOUS. You may not assign this Agreement to a third party without the prior written consent of an officer of SCO. This Agreement and the Software License Agreement shall be the only Agreements between the Customer and SCO with respect to the SUPPORTED SOFTWARE. They cannot be modified or amended unless a written amendment or modification is executed by an officer of SCO. These Agreements supercede all prior Agreements, written or oral, relating to the SUPPORTED SOFTWARE. The laws of California shall govern the validity of these Agreements, the construction of their terms and the interpretation of the rights and duties of the parties. If any legal action is brought by either party to these Agreements regarding their subject matter, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs.

The Santa Cruz Operation, Inc.
400 Encinal Street, P.O. Box 1900
Santa Cruz, California 95061



SOFTWARE LICENSE AGREEMENT

CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO OPENING THE SOFTWARE DISKETTE PACKAGE. OPENING THE DISKETTE PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

TO ACTIVATE WARRANTY YOU MUST RETURN the accompanying Customer Registration Form within five (5) days of purchase.

1. PERMITTED USES. You may use the SCO SOFTWARE on the single computer system designated by you on the Customer Registration Form which you must complete and return to SCO within five (5) days of opening the SCO SOFTWARE DISKETTE package. If you wish to use the SCO SOFTWARE on a computer system other than the one designated by you on the Customer Registration form, you must obtain a new and separate License from SCO for each such additional computer system.

2. USES NOT PERMITTED. You may not electronically transfer the SCO SOFTWARE. You may not make any copies of the SCO SOFTWARE BINARY OBJECT CODE or the SOFTWARE DOCUMENTATION (except that you may make margin notes in the Manuals for your own use). You may not assign or grant sublicenses, leases, or other rights or obligations to the SCO SOFTWARE or the USER MANUAL to others, nor may your copy or other copies of the SCO SOFTWARE or USER MANUAL be distributed to others. You may not use the SCO SOFTWARE on a computer system other than the one designated by you on the Customer Registration Form. You may not reverse engineer, disassemble, reverse translate, or in any way derive from it any source code form.

You may not transmit to countries prohibited by the U.S. Federal Government, including without limitation: Afghanistan, The People's Republic of China, Romania, Hungary, Poland, Albania, Czechoslovakia, Bulgaria, Estonia, Latvia, Lithuania, German Democratic Republic, East Berlin, Mongolian People's Republic, U.S.S.R., North Korea, Vietnam, Kampuchea, Laos, Cuba, Libya.

3. BACKUP COPY. You may make one (1) copy of the SCO SOFTWARE solely for your own backup purposes. You must reproduce and include any copyrights, trademark notices, and legends on the backup copy. You must maintain an accurate record of the location of the backup copy at all times.

4. COPYRIGHTS, TRADEMARK NOTICES, LEGENDS AND LOGOS. The SCO SOFTWARE and USER MANUALS, logos, product names and other support materials, if any, are either patented, copyrighted, trade-

marked, or otherwise proprietary to SCO or its suppliers. You agree never to remove any such notices and product identification.

5. TERM. This License Agreement is effective until terminated. You may terminate this License Agreement by destroying the SCO SOFTWARE and USER MANUAL and all copies thereof. This License Agreement will also terminate if you fail to comply with any term or condition herein. You agree upon such termination by SCO to destroy all copies of the SCO SOFTWARE and USER MANUAL, and to certify to SCO that they have been destroyed. Upon termination, there will be no refund of any monies or other consideration paid by you.

6. LIMITED WARRANTY THE SCO SOFTWARE AND USER MANUAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SCO SOFTWARE AND USER MANUAL IS WITH YOU. SHOULD THE SCO SOFTWARE AND USER MANUAL PROVE DEFECTIVE, YOU (AND NOT SCO NOR ANY AUTHORIZED REPRESENTATIVE OF SCO) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

SCO does not warrant that the function contained in the SCO SOFTWARE will meet your requirements or that the operation of the SCO SOFTWARE will be uninterrupted or error free. However, SCO warrants the media on which the SCO SOFTWARE is furnished, to be free from defects in material and workmanship under normal use for a period of thirty (30) days from the date of delivery to you as evidenced by your completed and returned Customer Registration Form which you must complete and return to SCO within five (5) days of opening the SOFTWARE DISKETTE package.

7. LIMITATION OF REMEDIES. SCO's entire liability and your exclusive remedy shall be:

- a. refund of purchase price within ten (10) days IF the seal is unbroken on the diskette package, and the package is returned to the dealer with a copy of dated Proof of Purchase.
- b. the replacement of any media not meeting SCO's "Limited Warranty" which is returned, with a copy of your dated Proof of Purchase to SCO within thirty (30) days of purchase.
- c. termination of this License Agreement, and refund of your licensing fee, by returning the SCO SOFTWARE and SOFTWARE DOCUMENTATION and all copies thereof to dealer, if SCO or its authorized representative is unable to deliver replacement media which is free of defects, found within thirty (30) days of purchase, in materials or workmanship.

IN NO EVENT WILL SCO OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SCO SOFTWARE AND USER MANUAL EVEN IF SCO OR AN AUTHORIZED REPRESENTATIVE OF SCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR FOR ANY CLAIM BY ANY OTHER PARTY. IN ADDITION, SCO OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIM BY YOU OR ANY OTHER PARTY FOR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SCO SOFTWARE AND USER MANUAL AND BASED UPON STRICT LIABILITY OR SCO'S NEGLIGENCE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. UPDATE POLICY. SCO may, at its sole discretion, advise you of, and license your use of PRODUCT UPDATES and NEW RELEASES of the SCO SOFTWARE at the current prices for such PRODUCT UPDATES and NEW RELEASES. In order to be advised of or to be licensed for the use of such PRODUCT UPDATES and NEW RELEASES you must complete and return the attached Customer Registration Card to SCO. ALL PRODUCT UPDATES and NEW RELEASES which are provided to you shall be governed by the same terms of this License Agreement.

9. MISCELLANEOUS. This License Agreement shall be governed by the laws of the State of California, and shall inure to the benefit of SCO, its successors, administrators, heirs and assigns. If any legal action is brought by either party to this License Agreement regarding the subject matter of this License Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provision shall be considered inoperable to the extent of such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace any such invalid, illegal or unenforceable provision with a new provision which has the most nearly similar permissible economic or other effect.

10. ACKNOWLEDGEMENT. BY OPENING THE SOFTWARE DISKETTE PACKAGE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Should you have any questions concerning this agreement, please contact in writing:

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