

[5] From: Yuelin Yang at SERVER1 5/24/91 11:42AM (1749 bytes: 35 ln)
To: Jessie Li at SERVER4
cc: Daniel Rocher
bcc: Yuelin Yang
Subject: (1) Prodigy and (2) Microsoft works version 2.0 licenses
----- Message Contents -----

Jessie,

As per your request when we met in person in Taipei on May 22, I would like to confirm the following regarding the above referenced licenses.

1. Prodigy license

I raised many potential issues in a May 8 cc mail to you. We then discussed which issues actually needed to be addressed. Of the issues which you decided needed to be addressed, I confirm that the contract was revised to address those issues. There is no legal reason not to sign the contract.

2. Microsoft works version 2.0

This contract is very similar to the license signed by Acer/Smith Corona which is why I faxed to you my April 2, 1991 memo to Ronald Chwang and Fred Kiremidjian regarding that license. In that memo, I discussed many potential issues raised by the contract. In the case of Acer/Smith Corona, a business decision was made to proceed with the contract without addressing any of those issues. This is understandable given the leverage that Microsoft has since there are no viable alternatives. Assuming that a business decision is made to proceed without addressing any of those issues in this case, as was done with Acer/Smith Corona, I confirm that there is no legal reason not to sign the contract.

Regards,

Yuelin

CONFIDENTIAL

HIGHLY CONFIDENTIAL UNDER
PROTECTIVE ORDER Microsoft
I-V Cases, J.C.P. No. 406, CA
Superior Court, San Francisco

A A 000281

DOJ 01-0294

Plaintiff's Exhibit

5282

Comes V. Microsoft

ACER 000174