

[2] From: Yuelin Yang at SERVER1 5/7/92 4:47PM (2857 bytes: 65 ln)
Priority: Urgent
To: Jessie Li at SERVER4
bcc: Yuelin Yang
Subject: microsoft contracts

----- Message Contents -----

Jessie:

Daniel Yang gave me the 3 contracts today. Since there is not much room for negotiation with Microsoft and the contracts are standard Microsoft and, as you stated, there are not many issues, I looked over the 3 contracts quickly and have the following comments:

1. License for Excel, Word and Powerpoint

- Section 6(f): we are required to separate the setup/install files from the product prior to distribution -- is this OK?

- Section 9: initial term is until earlier of: 6 months after calendar quarter of first customer shipment or 1 year after Effective Date -- is this initial term long enough? after this initial term, we can extend for 6 month terms up to 3 times (i.e., up to an additional 18 months) -- is this long enough?

- Section 20: Sections 20(b) and (c) follow what you said in your May 6 cc mail to me regarding Acer providing end user data to Microsoft and Acer developing a utility that deletes the other 2 programs once the end user picks 1 program; Section 20(a) requires that Acer list a hotline telephone number in manuals to call for support from us -- can or will we provide this support? if so, remember to put this number in the manuals.

- Exhibit C1: makes reference to Exhibit M1 which does not exist (there is an exhibit M and an exhibit M2 -- maybe exhibit M should really be exhibit M1?); is \$30/copy royalty correct?

- Exhibit M and M2: why are these 2 separate exhibits since royalty is same for both? why can't this be combined into 1 exhibit?

2. Amendment #3 for DOS

Exhibit B: are the minimum payments required of us correct (in terms of time periods and amounts)?

Exhibit M's: do all these Exhibit M's accurately describe our computer systems?

Exhibit C's - are they accurate in terms of the languages specified and the royalty rates?

Exhibits M5-M9 cover Brazil, Mexico, Thailand, Indonesia and mainland China and Exhibit C1 does list a lower royalty for computers listed in Exhibits M5-M9

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DOJ 01-0126

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LV Cases, J.C.P.P. No. 486, CA
Superior Court, San Francisco

Plaintiff's Exhibit

5475

Comes V. Microsoft

ACER 000024

- Exhibit C1: are the royalty rates correct?
- Exhibit C's: are the correct languages listed?
- Exhibit M: does it list the right computers?

best regards,

yuelin

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Superior Court, San Francisco

ACER 000025

- Exhibit C1: are the royalty rates correct?
- Exhibit C's: are the correct languages listed?
- Exhibit M: does it list the right computers?

best regards,

yuelin

A A 000120

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