

[6] From: Jessie Li at LT-HQ4 5/15/92 12:12PM (1524 bytes: 38 ln)
To: Yuelin Yang at SERVER1
Receipt Requested
Subject: microsoft works version 2.0 - amendment no. 2

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

Yuelin,

Please find my answer below, tks.

Jessie 5/15

Exhibit B

1. first period of agreement - it states that minimum commitment is refundable according to Section 4(b) -- what does Section 4(b) of agreement say? Except for Section 4(b), minimum commitment is NOT refundable -- please note this. Does Section 4(b) of agreement relate to acceptance?

The term in section 4(b) is for the case Acer doesn't accept the product delivered by Microsoft within 30 days after receiving of the product.

You can see in all Microsoft contract, the payment is always not refundable except for the case in section 4(b).

We don't have choice.

2. first period of agreement - are the minimum commitment numbers correct? YES

3. second period of agreement - are the minimum commitment numbers correct? YES

Exhibit M

are the computer systems listed correct? is this a complete list? YES

regards,

yuelin

CONFIDENTIAL

A A7000117-A

DOJ 01-0125

HIGHLY CONFIDENTIAL UNDER
PROTECTION OF MICROSOFT
LITIGATION CASE NO. 92-1008 CA
SUPERIOR COURT OF CALIFORNIA

Plaintiff's Exhibit

5477

Comes V. Microsoft

ACER 000023