

MSFT FTC - OEM (43)



Viglen

Mr. David Bradley,
Microsoft UK Ltd.,
Excel House,
Caversham Road,
Reading,
Berkshire,
RG1 8LP

CC: Sandy Duncan
24 June, 1992

FAX TO: MICHAEL HUTCHINGS
 FAX NO: 012 322 493 PAGE: 01
 ATTENTION OF: LOUALL WHITE DUKLAN
 FROM: David Bradley DATE: 16.6.92
 COMPANY: Viglen FAX NO: _____
 Rec'd at: Notes Room 3M AUG 1992

Dear David,

Please find enclosed the March 1992 contract which I have duly signed.

Although we have signed this contract which I understand is the best that we could negotiate, I would for the record like to point out the three issues which we are not entirely happy with.

The first issue which you have addressed in your letter dated the 14th of April, 1992 is the long term (3 years) nature of the contract. I understand from your letter that any issue of pricing and commitments can be reviewed in the course of the three years if concern is raised. If this is the correct assessment of your issue then I am quite happy with that.

The second issue is the fact that the only OEM agreement you have been prepared to offer us on MS-DOS and Windows is a per processor license. Our main concern here is that a small proportion of our business involves providing Non Microsoft operating systems such as networks and others to our customers who require it. This means that we will be paying a royalty to Microsoft even though we would not be supplying Microsoft products. We have tried many times even to get exemption on named models on which we would not be supplying Microsoft products but this has not been accepted by yourselves, neither has a per copy license based on the same volume of business.

The third and final issue is the Microsoft Mouse driver. The retail Windows 3.1 product that Microsoft sells and describes as Windows 3.1 includes the Microsoft Mouse driver. This is clearly mentioned in the manuals. We have been asked to pay an extra amount per copy of this mouse driver should we decide to ship this product with Windows 3.1. Our customers are under the impression that we are cheating them and not providing a genuine Microsoft Windows 3.1 package. Your advertisement and description of the Windows 3.1 product to the general public does not explain that an OEM Windows 3.1 package is different to a Genuine Microsoft Windows 3.1 package. So what words do we use when we are licensed to put the Windows Ready To Run Logo? Do we say Microsoft Windows has Mouse Driver Ready to Run? We have always had problems like this when a retail product that you supply does not correspond to the OEM version and both are called the same name.

Anyway, I hope you will understand these concerns and maybe in future you may be able to address them more fully.

Yours sincerely,

Daren Kazandjian
Technical Director

HIGHLY
CONFIDENTIAL

EXHIBIT
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Plaintiff's Exhibit

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Comes V. Microsoft