

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**i4i LIMITED PARTNERSHIP and  
INFRASTRUCTURES FOR  
INFORMATION INC.,**

**Plaintiffs,**

v.

**MICROSOFT CORPORATION,**

**Defendant.**

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**CIVIL ACTION NO. 6:07-CV-113 LED**

**STIPULATED ORDER ON EXECUTION OF  
JUDGMENT AGAINST MICROSOFT**

The parties have agreed as follows:

A. Microsoft will not be required to post bond or other security pending appeal. Plaintiffs have agreed to accept the verification of Exhibit A to this Stipulated Order as sufficient evidence of Microsoft's present ability to satisfy the Judgment in this matter.

B. Microsoft further agrees (i) to provide updated verifications, in the form of Exhibit B hereto, to Plaintiffs on a quarterly basis, confirming Microsoft's continuing ability to satisfy the Judgment in this matter and (ii) to report to Plaintiffs, in the form of Exhibit C hereto, within seven (7) days of the Company's determination that its ability to satisfy the Judgment is compromised.

C. Microsoft agrees that, as provided in Exhibit A, Microsoft will pay within 15 (fifteen) days of the completion of all appeal and remand proceedings (including any proceedings before the Supreme Court of the United States), or within 15 (fifteen) days of the expiration of the times for initiating such proceedings, any payments then due under the Judgment.

D. In reliance on the certification of Exhibit A and Microsoft's obligations in paragraphs B and C immediately above, Plaintiffs agree that they will not execute before 15 days after the mandate issues as provided in paragraph C.

E. Any party can move the Court for modification, failing agreement between the parties on such modification, under any circumstances which that party deems sufficient to justify modification.

**Signed and agreed as to form and content:**

Dated: August 18, 2009

By:

*By permission:*  
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*Attorneys for Defendant Microsoft  
Corporation*

**SO ORDERED.**

# **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

**i4i LIMITED PARTNERSHIP and  
INFRASTRUCTURES FOR  
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**Plaintiffs,**

v.

**MICROSOFT CORPORATION,**

**Defendant.**

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**CIVIL ACTION NO. 6:07-CV-113 LED**

**DECLARATION OF ALBERT DAMON**

I, Albert Damon, Managing Director (Capital Markets) of Microsoft Corporation (“the Company”), do hereby certify as follows:

1. The Company has the financial wherewithal to satisfy the Judgment due to Plaintiffs (including all pre-judgment and post-judgment interest) in the case currently captioned *i4i Limited Partnership et al. v. Microsoft Corp.*, Eastern District of Texas, Civil Action No. 6:07-CV-00113.

2. Within 15 (fifteen) days of the completion of all appeal and remand proceedings (including any proceedings before the Supreme Court of the United States), or within 15 (fifteen) days of the expiration of the times for initiating such proceedings, the Company will make all payments then due under the Judgment by wire transfer to an account specified in writing by i4i.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17<sup>th</sup> day of August, 2009, at Redmond, Washington.

  
Albert Damon

## **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**i4i LIMITED PARTNERSHIP and  
INFRASTRUCTURES FOR  
INFORMATION INC.,**

**Plaintiffs,**

**v.**

**MICROSOFT CORPORATION,**

**Defendant.**

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**CIVIL ACTION NO. 6:07-CV-113 LED**

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ of Microsoft Corporation (“the Company”), do hereby certify as follows:

The Company has the continuing financial wherewithal to satisfy the Judgment due to Plaintiffs (including all pre-judgment and post-judgment interest) in the case currently captioned *i4i Limited Partnership et al. v. Microsoft Corporation*, Eastern District of Texas, Civil Action No. 6:07-CV-00113.

I declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, at Redmond, Washington.

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## **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**i4i LIMITED PARTNERSHIP and  
INFRASTRUCTURES FOR  
INFORMATION INC.,**

**Plaintiffs,**

v.

**MICROSOFT CORPORATION,**

**Defendant.**

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**CIVIL ACTION NO. 6:07-CV-113 LED**

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ of Microsoft Corporation (“the Company”), do hereby certify as follows:

The Company does not have the financial wherewithal to satisfy the Judgment due to Plaintiffs (including all pre-judgment and post-judgment interest) in the case currently captioned *i4i Limited Partnership et al. v. Microsoft Corporation*, Eastern District of Texas, Civil Action No. 6:07-CV-00113.

I declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, at Redmond, Washington.

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