

PLAINTIFF'S
EXHIBIT

2512

Comes v. Microsoft

Tape/Transcription
Telecon, Jothy Rosenberg & Bob Muglia, MS

Kohn

EXHIBIT NO. 5
4-16-02
ANA DUB, RMR, CRR

BOR 000164
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Follow up message from Jothy, June 13, 1996

Hi Jothy, Bob Muglia of Microsoft returning your call.

After I received your message earlier I followed up with Eric Anderson who is our lawyer on, that's working on this, and basically talked to him about the issue with patents and what not, and, you know, I said, you know, he apparently in an original version of our contract he sent had a rather onerous patent clause in it that you wouldn't sue us over patents, this that and the other thing and we discussed this and it is clearly our intent that the clause on that talks, discussed about suing us over MFC, which I think is completely reasonable, I mean the way Eric has described it, I haven't actually seen the final language, but the way Eric describes it, is that we're licensing you the technology, this is technology you actually could take a look at today, the source, you've seen the source, undoubtedly, so you know what's in there. All we're saying is, hey, given the technology we're licensing you today, you know, you're not going to take any of the patents you have and sue us over MFC, that if MFC violates one of your patents and in fact, as I understand it, the language goes further to say that if any further version of MFC we do something you believe violates one of your patents you have the right to sue us over it if you think that's appropriate but at that point, you know, you wouldn't be able to ship MFC. so that is one of the choices you have, you can't exercise patent IP rights against technology you are licensing to us. This is real consistent with everything we are doing right now, and it's not a special one offer you guys, it's totally we do all deals this way of licensing, and in fact, we've seen other people that we've recently licensed some important code with regard to development oriented languages have a similar.....you refer to something different, a royalty issue, in the second call, I'm not familiar with this issue. If you could be more specific in the message I'd appreciate it. I'll follow up with Eric as well. Thanks a lot

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9/14/95

Ben Algaze, Microsoft

Hey, Jothy, this is Ben Algaze at Microsoft. I got your letter. I've been out for a week so haven't had a chance to respond to that and, yeah, as far as I'm concerned we are still, huh, working on the same premise. And, you know, again, based on our last conversation as well that we had over the phone, we are still concerned about the terms are the same as far as what we told you and, you know, I can get you a contract pretty huh shortly, but, huh, my concern still has to do with, with, your plans for OWL versus MFC in the future and how you plan to, you know, migrate those users to MFC such that there be no mixed messages as we talked about in terms of what framework they should write to.

In any case, the other reason I was calling you is to see if you would like to meet face to face. I'm going to have another meeting down in your area 21st or 22nd. Right now it kind of tentatively set up for the 21st and I'd be curious to see if you wanted to meet on the afternoon of the 21st. So, why don't you give me a call on 206-936-6887 and let me know if that would be a good idea and we'll go from there. Thanks

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