

tabbler  
**PLAINTIFF'S  
EXHIBIT**  
3123  
Comes v. Microsoft

## Microsoft Beta No Pre-Release List

No Pre-Release, or "NPR", means that a beta site is not permitted to receive pre-release software.

Pre-release is defined as any software product not yet available for sale to the public.

The sites in this workbook are on this No Pre-Release ("NPR") list because:

they are either in competition with Microsoft with a similar product or technology, or

the site has violated a license agreement ("MLAB" or "NDA") with Microsoft, or

otherwise acted in some way that made somebody at Microsoft unhappy.

The contents of this workbook are **HIGHLY CONFIDENTIAL** and should never be discussed externally.

Contact MS Beta Database Administrator (BETADBA) for more information about this list.

There is a sheet in this workbook for each beta program that has (or had) a NPR list.  
 The All Programs sheet contains sites that are NPR for ALL beta programs.  
 This sheet lists all the currently active programs.  
 The individual sheets for these programs follow the All Programs sheet.

Active Programs - Program Name Order				Active Programs - ProgID Order			
Program Name	ProgID	Program Name	ProgID	Program Name	ProgID	Program Name	ProgID
MATERIAL REDACTED		MATERIAL REDACTED		412	Windows Update		
IE 6 SP 1		Windows Update	412	636	WU Corporate		MATERIAL REDACTED
IE 6.X		Windows Update 4.0	708	662	IE 6.X		751
		MATERIAL REDACTED			MATERIAL REDACTED		769
		WU Corporate	636		MATERIAL REDACTED		
		WU Corporate 4.0	751		Windows Update 4.0		

This sheet lists all the programs that are inactive.  
The individual sheets for these programs follow the active tabs.  
The applicable Program ID(s) are shown in parenthesis by each program name.

MATERIAL REDACTED

IE 4.0 and IEAK (inactive)  
(144, 229, 235, 268, 269, 327,  
359, 361, 374, 377, 436)  
IE 5 and IEAK (inactive)  
(372, 404, 405, 406, 408, 530)

OEM SR-2 (187, 205)  
Office 10 (538)  
Office 10 German (673)  
Office 10 Intl (660)  
Office (112)  
Office 2000 (375)  
Office 2000 SR (569)  
Office - Mac (356)  
Office Small Bis2000 (471)

MATERIAL REDACTED

Mac Office 9 (596)

Win 95, Win 96, OPK (unknown)

MATERIAL REDACTED

MATERIAL REDACTED

Memphis and WDM DDK (254, 273,  
313, 316, 407, 434)

MATERIAL REDACTED

Win95 API (204)  
Win98 Second Ed Intl (473)  
Win98 Second Edition (470)  
Windows98 SP1 (435)

MATERIAL REDACTED

Works (127)

MATERIAL REDACTED

NPR FOR ALL PROGRAMS			
	Beta ID	NPR Information	Last Modified: 08/09/2001
<b>Countries</b>			
1. Afghanistan	N/A	No shipments can be sent to any of these countries.	
2. Cuba	N/A	They are under embargo by the US Government.	
3. Iran	N/A		
4. Iraq	N/A		
5. Libya	N/A		
6. North Korea	N/A		
7. Serbia	N/A		
8. Syria	Multiple		
9. Sudan	N/A		
<b>Companies</b>			
1. Al Alamia	144570	The first two company names are the same companies.	
2. Sakhr Software Co. West Cairo, Egypt	356413	They violated NDA and were involved in litigation against Microsoft.	
3. EFront.com 1668 Walkwright Drive Reston, VA 20190 Tel: 703-742-8193	347414	Company is affiliated with a web page (betanews.com) that leaks beta information.	
4. HD Computer System, Inc. 333 Vandervoort Avenue Brooklyn, NY 11211-1726	None	They distributed a beta version of Windows 98 on a computer system they sold.	
5. Hi-Vai, Inc. 1300 East Wakeham Avenue Santa Ana, CA 92705 Tel: 714-648-0202	326480 340640 340641 340642	They violated the Beta agreement for Memphis per Geoff Goetz. The individual sites are listed below.	
6. Supertom in Vancouver, BC	None		
<b>Individuals</b>			
1. Adams, Paul D. Xyblon Electronic Systems 8380 Miralani Drive San Diego, CA 92126 Tel: 619-566-7850 Fax: 619-566-2032 InternetID: padams@xes.xyblon.com CompuID: 76110,840	208610	Internet piracy	
2. Anzinger, Stefan Marienkaferweg 10 Stahnsdorf 14532 GERMANY Tel: 49-3329-613-80-7 Fax: 49-3329-613-80-7 InternetID: anzinger@compuserve.com	431013	He posted IE5 SP2 screen shots, newsgroup communications, and various beta letters from the WinXP group to his website.	
3. Assmann, Stefan Kapellen, Antwerpen, Belgium InternetID: stefan.assmann@club.innet.be	427334	Posting info about Win98, Publisher98, and NTS on the internet	
4. Avroutski, Max 1TeraBit, Inc. 11 Broadway, Suite 600 New York, NY 10004 Tel: 212-344-4443 Fax: 212-344-3940 InternetID: admin@terabit.net	292519	He's been abusive to the PSS staff. Originally NPR for FrontPage 2000	
5. Barth, Alexander G. Athanyel Technologies 1131 East Brooks Street Norman, OK 73071 Tel: 405-292-1562 InternetID: athanyel@aol.com	375850	7/25/01 - He posted Whistler bits to the internet per lynnmc.	
6. Biggs, Rob Mind Spring 949 East Gail Gilbert, AZ 85296 Tel: 480-899-6716 Fax: 480-899-6716 InternetID: jedimindtrick@mindspring.com	387855	He leaked confidential information regarding Win2000.	
7. Billi, Maria Luisa Via Monsiggiolo 1, Camucia Arezzo 52042	331077	Posted illegal MS images to website and email piracy See Lucio L. Burroni for alternate address	

All Programs

ITALY		
Tel: 39-0575-6227-60 InternetID: tester@ats.it		
8. Bratu, Alex 1003 Oaklands Drive Round Rock, TX 78681 InternetID: dhazel@ix.netcom.com	276437	Password Violation for Memphis
9. Brimmer, Chris 1130 Rosedale Lane Hoffman Estates, IL 60195 Tel: 815-752-5232	230104	Has gotten illegal copies of alpha WinNT 4.0 and Nashville
10. Burroni, Alessio Via Ugo Viviani 20 Arezzo 52100 ITALY Tel: 39-0575-4070-07 InternetID: marialuisa@cyberbabies.com	374169	Posted illegal MS images to website and email piracy
11. Burroni, Lucio L. Lucio Burroni Via Ugo Viviani 19 Arezzo 52100 ITALY Tel: 39-0575-3005-33 Fax: 39-8522-3195-653 InternetID: lucio.burroni@tin.it	283444	12/28/00 - Routinely posts confidential MS info to a website per lynnmc
12. Danielson, Brian D. TPH 14920 SW Chardonnay Avenue Tigard, OR 97224 Tel: 503-590-4755 Fax: 503-579-3776 InternetID: celeron@betanews.com	326575	Flagrant NDA violation and posting bits up on www.betanews.com
13. Diorenzo, Dominic 6040 Pioneer Parkway Langley, WA 98260 Tel: 360-321-5576 InternetID: nukka@whidbey.com	409518	He was extremely verbally abusive to our PGC and in the newsgroups.
14. Dundas, Ross Dundas Systems 85 Shannon Drive Falkirk FK1 5HU UK Tel: 44-1324-611-958 Fax: 44-1324-670-343 InternetID: rossdundas@btinternet.com	375707	He was caught posting illegal screen shots to an external website.
15. Dziatkowicz, Michael E. Dziatkowicz Computers 607 South 22nd Street Weirton, WV 26062-3509 Tel: 304-723-5598 Fax: (none) InternetID: mdziatko@weir.net	282669	Piracy of Memphis
16. Entsminger, Gary M&T Publishing Rocky Mountain Bio Lab. 331 Elk Avenue Crested Butte, CO 81224 Tel: 303-349-7481 CompuID: 71141,3006	105096	Violated the NDA for VB
17. Florian, Dumont Informatique 4 Rue Georges de Porto Riche Paris 75014 FRANCE Tel: 33-1-45-42-9477 InternetID: florian-dumont@write.me.com	277101	He was a former Memphis tester who the product group believes is a serious security concern. He has also been submitted as Dumont, Florian.
18. Hicks, Lew R. LRH Industries 356 Hiwassee Avenue Knoxville, TN 37917 Tel: 423-645-8886 Fax: 423-688-8872 InternetID: lewrh@bellsouth.net MSN ID: trobh	261674	Password Violation for Memphis

All Programs

19. Hughes, Mark Wizards of the Coast 10 Crawford Road, Milngavie Glasgow G62 7LG Scotland Tel: 44-141-956-2885 InternetID: mark@kirdape.u-net.com	289860	Violated NDA for Memphis							
20. Ingram, Jason H. 4411 Cedar Springs Road, Apt. 115 Dallas, TX 75219 Tel: 214-528-2988 Fax: 214-528-1914 InternetID: leatherbear@airmail.net CompuID: 102041,1343	200042	He posted his Beta ID and IE4 download information on the web. He is being investigated for piracy.							
21. Jensen, Dana K. Arday Resources 1141 Harwood Street, #102 Vancouver, BC V6E 1R9 Canada Tel: 604-669-6049 Fax: 604-669-6049 InternetID: dana.j@home.com	126197	He supports a web site that has pirated downloads available.							
22. King, Grant Chesley & King PC 3338 Gwinnett Plantation Way Duluth, GA 30136-4647 Tel: 770-476-7674 Fax: 770-476-2346 InternetID: ggking3@mindspring.com MSN ID: ggking3	240159	He's been posting information about Memphis on the web.							
23. Kinyon, Anthony 1167 East Commonwealth Place Chandler, AZ 85225 Tel: 602-899-8370 InternetID: cptsiskoz@geocities.com MSN ID: sismcurtis	325202	NPR status requested by both Office 2000 and Win98 Second Edition product groups.							
24. Kronos, Don 623 Deer Street Manistique, MI 49854-1040 Tel: 806-341-6848	143926	Regularly calls the phone team to complain about one thing or another.							
25. Kurzet, John Hi-Val, Inc. 1300 East Wakeham Avenue Santa Ana, CA 92705 Tel: 714-648-0202 InternetID: john_kurzet@hival.com	340641	Employee of Hi-Val, Inc. who violated the Beta agreement for Memphis per Geoff Goetz.							
26. Labrecque, Scott Hi-Val, Inc. 1300 East Wakeham Avenue Santa Ana, CA 92705 Tel: 714-853-3000 x807 Fax: 714-543-0802 InternetID: scott_labrecque@hival.com	326480	Employee of Hi-Val, Inc. who violated the Beta agreement for Memphis per Geoff Goetz.							
27. Lee, James Hi-Val, Inc. 1300 East Wakeham Avenue Santa Ana, CA 92705 Tel: 714-648-0202 InternetID: James_lee@hival.com	340640	Employee of Hi-Val, Inc. who violated the Beta agreement for Memphis per Geoff Goetz.							
28. Levine, Matt Columbia Univ. 202 Urfs Hall New York, NY 10027 Tel: 212-854-4583 Fax: 212-280-4530 InternetID: exlie@betanews.com	198984	Flagrant NDA violation and posting bits up on www.betanews.com							
29. Massong, Thomas Obertressen 37 Bad Aussee 8990 AUSTRIA Tel: 43-676-528-6771 Fax: 43-666-174-1997 InternetID: tommy-death@eunet.at	366805	Tester was caught posting Millennium screen shots and other information to the web.							
30. Mook, Nate F. EFront.com	347414	He is affiliated with a web page (betanews.com) that leaks beta information.							

Ali Programs

1668 Wainwright Drive Reston, VA 20190 Tel: 703-742-8193 InternetID: majestic@tasam.com		
31. Mullins, Ed J. HC 69, Box 865 Park Hill, OK 74451-9629 Tel: 918-457-5285 Fax: 918-457-4820 InternetID: ejm@netspace1.com	290427	He's affiliated with the Windows User Newsletter which leaks confidential Millennium beta information.
32. Nave, Travis Icon Technologies 1712 Race Drive Decatur, IL 62521-5815 Tel: 217-428-9661 InternetID: icon@theoffice.net	325033	Found Windows98 OSR posted to his school account.
33. Niese, Andrew Fresh Soft 40 Market Avenue Port Edwards, WI 54469 Tel: 715-887-3481 InternetID: icos@digitalchat.net	277596	Flagrant NDA violation and posting bits up on www.betanews.com
34. Nix, Randy 2718 Martin, #2091 Bedford, TX 76021 Tel: 817-257-3648 Fax: 214-580-1020	165090	He's a former Microsoft employee; sounds like it was a bad parting.
35. Parks, Charles Hi-Vai, Inc. 1300 East Wakeham Avenue Santa Ana, CA 92705 Tel: 714-848-0202 Fax: 714-843-0802 Alt Phone: 714-920-0158 InternetID: cparks@ibm.net	340642	Employee of Hi-Vai, Inc. who violated the Beta agreement for Memphis per Geoff Goetz.
36. Pillai, Uday CMOS Technologies 3032 Coronado Drive Santa Clara, CA 95054 Tel: 408-982-0500 Fax: 408-982-0550	305571	Being Investigated by Legal
37. Queen, Aaron 7131 North Via Pisa Tucson, AZ 85704 Tel: 520-742-0713 InternetID: rsgalant@usa.net	388338	Publically posted RC bits for DirectX
38. Ruberta, William J. 3401 Lariat Lane, Apt. #3 Orlando, FL 32826 Tel: 407-382-8767 Fax: 407-275-5376 InternetID: wjr48349@pegasus.cc.ucf.edu	251938	Maintains an anti-Microsoft web site
39. Simanovitch, Yuri InternetID: yrslm@mail.marinform.ru	319742	Was caught using pirated software
40. Spohr, George 517 Bellinger Avenue Herkimer, NY 13350 InternetID: spohr@prodigy.net	283938	Used someone else's BetaID and password to try and get a beta kit
41. Sutton, Steve Microsoft HQ 42/2684, Dell (Vendor) Tel: 425-703-6393 Fax: 425-936-7329 InternetID: v-steves@microsoft.com	299807	Distributed the Memphis Newsgoup password list externally
42. Thacker, Richard S. Lattice Semiconductor Corp. 5555 NE Moore Court Hillsboro, OR 97124 Tel: 503-693-0210 Fax: 503-481-3037 InternetID: rick_thacker@latticeseml.com MSN ID: rick_mw	300457	Piracy of Memphis
43. Thurrott, Paul	206691	Leaked extremely confidential and time-sensitive

All Programs

Windows 2000 Magazine 40 Tarbox Street Dedham, MA 02026 Tel: 781-329-2415 Fax: 508-526-5351 InternetID: thurrott@winntmag.com MSN ID: thurrott		information regarding Internet Explorer.			
44. Vogels, Werner Cornell Univ. Computer Science Dept. 4122 Upson Hall Ithaca, NY 14853 Tel: 607-255-9196 Fax: 607-255-4428 InternetID: vogels@cs.cornell.edu	274227	Piracy of all builds on Cornell U's servers			
45. Windham, Darren InfoSpinner, Inc. 1304 Rivercrest Allen, TX 75002 Tel: 972-396-8728 InternetID: elcamino@home.com	375840	He posted a build of Windows95 to the internet.			
46. Worthington, David C. Council Rock High School 48 Willow Road Churchville, PA 18966 Tel: 215-355-2945 Fax: 215-355-3181 InternetID: worthington@worldnet.att.net	326460	He is affiliated with a web page (betanews.com) that leaks beta information.			
47. Wu, Mike Wenchung (aka Wu, Mike W.) 5 Via Porto Grande Rancho Palos Verdes, CA 90275-4878 Tel: 310-377-4365 Fax: 310-377-4365 InternetID: wenchung@ucl.edu CompuID: 102142,273 MSN ID: mwu	140136	Violated NDA for several programs Also uses the following internet addresses: wenchung@es.oac.ucl.edu www@clyde.ics.ucl.edu Has had addresses in Irvine, CA and Kouhsung, Taiwan.			
<b>NO LONGER NPR</b>					
1. Groh, Paul Alan Solutech, Inc. 117 South Main Street, Suite 300 Saint Charles, MO 63301-2862 Tel: 314-947-8393 Fax: 314-947-9898 InternetID: agroh@solutechinc.com MSN ID: paul_groh	169394	Went live with Merchant Server beta software before product was released Also has been listed as Paul Groh and Alan Groh Legal okayed reversal on 8/13/00 per JD Fugate.			
2. LaPrade, Adam InterDesign Web Development 15 Royal Palm Blvd., #5 Vero Beach, FL 32960 Tel: 561-564-9088 Fax: (none) InternetID: adam-l@gate.net	291243	No longer NPR per e-mail from Sarah H-Powers 11/5/97; someone was impersonating him Originally marked NPR for piracy of Memphis			
3. Maltsev, Alexander A. Karovij Rjad 5/10, Apt. 14 Moscow 103 006 Russia Tel: 7-095-299-0728 InternetID: amp@usa.net MSN ID: amp	230215	No Longer NPR per Jeff Henshaw email 2/4/97; material removed from site and investigation called off Originally placed sensitive IE4.0 information on his web site; was being investigated for possible piracy			
4. Tomat, Andrew Canon Information Systems 20300 Stevens Creek Blvd., Suite 100 Cupertino, CA 95014 Tel: 408-342-2361 Fax: 408-342-2260 InternetID: andrew_tomat@cisnc.canon.com	317565	No longer NPR per Jim Livingston email 7/30/99; Accidentally posted Windows SP1 Code on a public FTP Server, but corrected the problem shortly thereafter.			
5. Dialogic	Multiple	Subsidiary of Intel - MLAB received 10/19/00.			
6. Intel	Multiple	They refuse to honor the MLAB agreement or any former agreements. MLAB received 10/19/00.			
7. Yugoslavia	Multiple	Removed from the U.S. embargo list on 3/1/01.			



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IE 6.x -- Prog ID 662			
IE 6 SP 1 -- Prog ID 769			
Companies	Submitted by	Date	Reason
Amstrad (UK only)			
Amstrad Systems	JohnLu		
Bachman Information Systems		07/26/1993	Acquired by Novell
Bordent		12/10/1993	Formerly Cooperative Solutions
Clans			
CompNet Solutions - Jan Johnson	SaraO		
Computer Tyms - Marc Perket		03/23/1993	Located in Missouri
CompuThink			Located in Missouri
Dallas Marketing (formerly dba World Computers)			
Decision Support Systems (a division of Hughes Aircraft)	BradC		
Digital Research (DR)	BradSi		BradSi clear
Fluent	JohnLu	08/11/1993	Acquired by Novell
GO	AndyH and JanneH	08/05/1991	
HankMae Hangeul	Kent	04/15/1994	Developed in Korea
HyperDesk	JohnLu	07/26/1993	Acquired by Novell
Imaging Products		01/07/1994	Division of Apple
Insoft (bought by Netscape)			
Ins Associates			
Kaliada - Apple/IBM Venture	DavidCol	08/10/1993	
Metaphor	BradSi	03/12/1993	DavidCol clear
NBI (a networks manufacturer)			
Netscape	nwaddell	06/25/1996	
NeXT	DavidCol	11/29/1993	
Novell	DennisAd	07/16/1993	DennisAd clear
Oracle	nwaddell	06/25/1996	
PC Express	Kent	04/15/1994	Product: TwinBridge
Profusion Computer (Formerly Eastern Micro Corp)	JohnLu	06/29/1993	BradSi clear
Puzzle Systems	JanineH and LynetteH	08/27/1992	
Santa Cruz Operations (aka SCO)	DavidCol	11/08/1991	
Sentis Corporation	JohnLu	07/26/1993	Acquired by Novell
STI or Software Transformations	JohnLu	07/26/1993	Acquired by Novell
Sun Microsystems	BradSi	06/22/1993	BradSi / DavidCol clear
SunTandy	Kent	04/15/1994	Product: China Star
Taligent	BradSi	12/08/1993	
Tiger Taylor	LegalPiracy	01/12/1995	
Unreal	JohnLu	07/26/1993	Acquired by Novell
USL or Unix Systems Labs	JohnLu	07/26/1993	Acquired by Novell
Ventest Inc	JohnEn	07/21/1991	
WordPerfect	DennisAd	03/24/1994	Acquired by Novell
Xsoft	BradSi	09/30/1993	
Individuals	Submitted by	Date	Reason
Battaglia, Joe BetaID: 280167	DennisAd and JoachimK	06/12/1993	
Brewer, Joan L. BetaID: N/A	DavidPr and MaryHo	01/23/1992	
Chappell, Geoff BetaID: 130056	BradSi	01/24/1994	
Chuang, Raymond BetaID: N/A	BradSi	09/23/1993	
Dvorski, John BetaID: 194714			
Forney, James (Tab Books) BetaID: 106878			
Franken, Gerhard (BHV) BetaID: N/A			
Groh, Paul Alan (Solutech Inc.) BetaID: 169394			
Heean, Hussain T. (Northeastern Illinois Univ.) BetaID: N/A	DennisAd	12/21/1993	Went live with Merchant Server beta software before product was released
Johnson, Jan - CompNet Solutions BetaID: N/A	SaraO	03/23/1993	
Klein, Marc (Potal Industries) BetaID: 407075	Roco per RobinPur	03/09/2000	Posting insults to the distribution list.
Martenson, John (Cooperative Solutions) BetaID 118437	CarissaS	01/23/1997	
Perket, Marc - Computer Tyms BetaID: N/A			
Schulman, Andrew BetaID: 139899	Per BradSi/DennisAd	11/18/1994	
Tang, Tom BetaID: 446445	KentK	04/23/2001	Violated the terms of the MLAB agreement.
Thompson, Robert (Object Productivity) BetaID: 111775	Per	02/01/1994	
Wagner, Roy D. BetaID: 300466	ChrisS	07/13/1996	
Wierman, William (Bil) BetaID: 111205	Davidpr (Mikernap office)	03/18/1993	Was removed from Memphis due to a NDA violation
Zworski, Bob BetaID: N/A	DennisAd	10/15/1993	
No Longer NPR			
Apple Computer - Removed per RobinPur 6/23/99			
IBM - Removed per mwallett on 1/6/00	BradSi	06/22/1992	
Xerox - Removed per RobinPur 6/2/98	BradSi	10/28/1993	

Additional Info

Additional Info

117 South Main Street Suite 300 Saint Charles, MO 63301-2862 Tel: 314-947-9393 Fax: 314-947-9898 InternetD: sgroh@solutechinc.com MSN ID: paul\_groh

Schweier-Reiter-Strasse 35/2-B, Munich, Germany 80787 Tel: 49-89-3072-8971 Fax: 49-89-3072-8971 InternetD: innovator@industries.de  
Beta ID: 118437 Located in Missouri  
Located in Missouri

48 Doncrest Road, Richmond Hill, ON L4B 1A1 Canada 905-763-0961 Email: comeback123@hotmail.com or etplanet@hotmail.com

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Windows Update -- Progid 412  
 WU Corporate -- Progid 636  
 Windows Update 4.0 -- Progid 708  
 WU Corporate 4.0 -- Progid 751

Individuals:

Anzlinger, Stefan  
 Dyché, Foster  
 Juwono, Hindarto  
 Poirier, Paul J.  
 Schott, James

<u>BetaID</u>	<u>Date</u>	<u>Submitted By</u>	<u>Notes</u>
431013	08/06/2001	robinpur	He was placed on NPR due to his NPR status for Whistler.
255127	03/07/2001	margles	Set to NPR based on his NPR status in Whistler.
387833	11/01/2000	margles	Set to NPR based on his NPR status in other programs.
327079	03/21/2000	a-yavgro	Sent 2 very abusive mails stating his opinions of some of Microsoft products and policies based on his Whistler NPR status
274038	01/18/2001	alanth	

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**MS-PCA 2536580  
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**MS-PCA 2536585  
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**MS-PCA 2536587  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536588  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536589  
HIGHLY CONFIDENTIAL**

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**MS-PCA 2536594  
HIGHLY CONFIDENTIAL**



**MATERIAL REDACTED**

**MS-PCA 2536595  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536596  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536597  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536598  
HIGHLY CONFIDENTIAL**

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**MS-PCA 2536599  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536600  
HIGHLY CONFIDENTIAL**

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**MS-PCA 2536602  
HIGHLY CONFIDENTIAL**



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**MS-PCA 2536604  
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**MS-PCA 2536607  
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IE 4.0 and IEAK (inactive)

<b>IE 4.0 (Nashville) -- Prog ID 144</b>
<b>IE 4.0 Intl -- ProgID 229</b>
<b>IE 4.0 SDK -- Prog ID 235</b>
<b>IE Starter Kit -- Prog ID 268</b>
<b>IE 4.0 Admin Kit -- Prog ID 269</b>
<b>IE 4.0 Win3.1 -- ProgID 327</b>
<b>IE 4.0 Unix -- Prog ID 359</b>
<b>IE 4.0 Mac -- ProgID 361</b>
<b>IE 4.0 Alpha -- Prog ID 374</b>
<b>IEAK 4.0 16bit -- ProgID 377</b>
<b>IE 4.01 -- ProgID 436 (formerly IE 4.01 SP)</b>
<i>See IE 6.x tab - (formerly Nashville (IE4) )</i>

**IE 5 Win32 -- Prog ID 372**

**IE 5 Win31 -- Prog ID 404**

**IEAK 5 -- Prog ID 405**

**IE 5 Mac -- Prog ID 406**

**IE 5 Unix -- Prog ID 408**

**IE 5.x -- Prog ID 530**

*See IE 6.x tab - (formerly Nashville (IE4) )*

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**MS-PCA 2536612  
HIGHLY CONFIDENTIAL**

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**MS-PCA 2536613  
HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536614  
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**MATERIAL REDACTED**

## Mac Office 9 -- Prog ID 596

### Companies

Apple Computer  
Corel  
Sun Microsystems

### Individuals

Beta ID: 309628  
Van Valkenburgh, Nick  
OAO Corp.  
102 Research Blvd.  
Bldg. 2  
Madison, AL 35758  
Tel: 256-730-2974  
Fax: 256-730-2984  
InternetID: nick.vanvalkenburgh@msfc.nasa.gov

### Notes:

Violated his NDA by posting confidential information to a public bbs

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**MS-PCA 2536618  
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HIGHLY CONFIDENTIAL**

**MATERIAL REDACTED**

**MS-PCA 2536620  
HIGHLY CONFIDENTIAL**

Windows: Memphis – Prog ID 254			
Windows: WDM DDK – Prog ID 273			
Windows: Memphis-J – Prog ID 313			
Windows: Memphis Intl – Prog ID 316			
Windows 98 Plus! Pack – ProgID 407			
Win98 Image Prep TI – ProgID 434			
Windows98 SP1 – ProgID 435	(formerly Win98 SP1)		
Win98 Second Edition – ProgID 470	(formerly Windows98 OSR & Windows98 SR)		
Win98 Second Ed Intl – ProgID 473	(formerly Win98 SP Intl and Win98 SR Intl)		
Two Sections: Companies and Individuals			
* New addition to this list			
Companies	Additional Info	Submitted by	Date
Adobe		a-tali	01/15/1997
AI Alarnah			
Amstrad (UK only)	Acquired by Novell	JohnLu	07/26/1993
Annateck Systems			
Apple Computer	Formerly Cooperative Solutions		12/10/1993
Bachman Information Systems	Acquired by Novell	DennisAd	03/24/1994
* Borland - NO LONGER NPR per a-tali email to carissas 1/28/97			
* Claris - NO LONGER NPR a-jimroc email to sarahhp 7/11/97		SaraO	03/23/1993
CMOS Technologies	Located in Santa Clara, CA	Legal/Piracy	09/15/1997
CompuNet Solutions - Jan Johnson	Located in Missouri		
Computer Tyme - Marc Perkal			
CompuThink			
DuJen Marketing (formerly dba World Computers)		BradC	
Decision Support Systems (a division of Hughes Aircraft)	BradSi clear	BradSi	
Digital Research (DRI)	Acquired by Novell	JohnLu	08/11/1993
Fluent	until 4/1/93		04/02/1992
Geoworks		AndyH and JanineH	08/05/1991
GO	Developed in Korea	Kenf	04/15/1994
Hammas Hangout	Acquired by Novell	JohnLu	07/26/1993
HyperDesk		BradSi	08/22/1993
IBM	Division of Apple		01/07/1994
Imaging Products			
Intsoft (bought by Netscape)			
Iris Associates			
Kaleida - Apple/IBM Venture		DavidCol	8/10/93
Lokus Corporation	Acquired by IBM	BradSi	11/01/1995
Metaphor	DavidCol clear	BradSi	03/12/1993
NBI (a networks manufacturer)			
Netscape			
NeXT			
Novell	DennisAd clear	DavidCol	11/29/1993
PC Express	Product: TwinBridge	DennisAd	07/18/1993
Profound Computer (Formerly Eastern Micro Crpt)	(BradSi clear)	Kenf	04/15/1994
Puzzle Systems		JohnLu	08/29/1993
Saidr Software Co.	Also called AI Alarnah	JanineH and LynetteL	08/27/1992
Santa Cruz Operations	aka SCO	DavidCol	11/08/1991
Sensus Corporation	Acquired by Novell	JohnLu	07/26/1993
STI or Software Transformations	Acquired by Novell	JohnLu	07/26/1993
Sun Microsystems	BradSi / DavidCol clear	BradSi	08/22/1993
SunTendy	Product: China Star	Kenf	04/15/1994
Taligent		BradSi	12/08/1993
Tiger Taylor		Legal/Piracy	01/12/1995
Unival	Acquired by Novell	JohnLu	07/26/1993
USL or Unix Systems Labs	Acquired by Novell	JohnLu	07/26/1993
* Veritest Inc - NO LONGER NPR per a-tali email to carissas 1/27/97		JohnEn	07/26/1993
Xsoft		JohnEn	07/21/1991
* Xerox - NO LONGER NPR per carissas email 2/3/97		BradSi	08/30/1993
		BradSi	10/28/1993
Individuals	Additional Info	Submitted by	Date
Battaglia, Joe		DennisAd and JoachmK	06/12/1993
* Bhasin, Ramnarek (CMOS Technologies)	BetaID 272759	Legal/Piracy	09/15/1997
* Bratu, Alex	Beta ID: 276437	sarahhp	09/16/1997
Brewer, Joan L.		DavidPr and MaryHo	01/23/1992
Chappell, Geoff		BradSi	01/24/1994
Chuang, Raymond		BradSi	09/23/1993
* DUMONT, Florian- NO LONGER NPR per a-jimroc e-mail 11/10/97		a-jimroc	03/14/1997
Dvonak, John			
Forney, James (Tab Books)			
Franken, Gerhard (BHV Buerohandels u. Verlagsgesellschaft)			
Hagin, Christopher (Metropolitan Business Publications)	betaid=168634	dursino	05/23/1997
Hasan, Hussain T. - Northeastern Illinois University		DennisAd	12/21/1993
* Hicks, Lew R. (LRH Industries)	Beta ID: 261674	sarahhp	09/16/1997
* Hughes, Mark (Wizards of the Coast)	Beta ID: 289860	sarahhp	09/16/1997
Ingram, Jason H	IE 4 beta ID found posted to warez site, not sure whether intentional or accidental leak	Tehrnia Ai	11/20/1996
Johnson, Jan - CompuNet Solutions		SaraO	03/23/1993
Perkal, Marc - Computer Tyme	Located in Missouri		
* Pillai, Uday (CMOS Technologies)	BetaID 305571	Legal/Piracy	09/15/1997
* Bill Poland - NO LONGER NPR per sarahhp email 10/24/97		Tehrnia Ai	11/04/1996
Schulman, Andrew	Per BradSi/DennisAd	BradSi	11/18/1994
Thompson, Robert	Object Productivity	Per RSegal	02/01/1994
Wernman, William (Bit)		Davidp (Mikemap office)	03/18/1993
* Wu, Wenchung	Beta ID 140136	a-jimroc	07/03/1997
Zworski, Bob		DennisAd	10/15/1993

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OEM SR-2 (inactive)

**OEM SR-2 (also known as OPK-2) -- Prog ID 187**

**OEM SR-2 Japanese -- Prog ID 205**

*See IE 5 tab - (formerly Nashville (IE4))*

Office 10 -- Progid 538  
 Office 10 Intl -- Progid 660  
 Office 10 German -- Progid 673

Companies

Adobe Systems  
 Corel  
 Dataquest  
 Forrester Research  
 Gartner Group  
 Giga Group  
 GIGA Information Group  
 IBM  
 IDC  
 Lotus  
 Meta Group  
 OneStone Info. Tech.  
 StarDivision  
 Summit Strategies  
 Sun Microsystems  
 Wohl and Associates

BetailD

Submitted Notes

Date	Submitted Notes
04/28/2000	Competitor
04/28/2000	Competitor
10/24/2000	tbailey
10/24/2000	tbailey
10/24/2000	tbailey
10/24/2000	tbailey
10/24/2000	tbailey
04/28/2000	Competitor
10/24/2000	tbailey
04/28/2000	Competitor
10/24/2000	tbailey
05/11/2000	Competitor
04/28/2000	Competitor
10/24/2000	tbailey
04/28/2000	Competitor
10/24/2000	tbailey

Individuals

Anzlinger, Stefan  
 Jones, Richard A.

431013  
 366456

robinpur  
 esthere

He was placed on NPR due to his NPR status for Whistler.  
 He posted the Newsgroup internal user name and its password to the internet.

**Office 2000 -- ProglD 375**  
*(formerly Office9)*

Adobe  
Corel

## Office 2000 SR -- ProglD 569

Adobe Systems

Submitted 4/28/00 - Competitor

Corel

Submitted 4/28/00 - Competitor

IBM

Submitted 4/28/00 - Competitor

Lotus

Submitted 4/28/00 - Competitor

OneStone Info. Tech.

Submitted 5/11/00 - Competitor

Sun Microsystems

Submitted 4/28/00 - Competitor

StarDivision

Submitted 4/28/00 - Competitor

MS-PCA 2536644  
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Office (Mac) (inactive)

**Office 98 Mac -- Progid 356**

Adobe (no longer NPR per sarahhp e-mail to a-djones 11/19/97)

Claris

Corel/WordPerfect

Nisus

## Office Small Bis2000 -- ProglD 471

Corel  
IBM  
Lotus  
Novell

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**MS-PCA 2536681  
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Win 95, Win 96, OPK (inactive)

**Win 95, Win 96, OPK**

*(note: do NOT call Nashville "Win 96")*

*See IE 5 tab (formerly "Nashville and OEM SR-2")*

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**MS-PCA 2536685  
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## **Win95 API -- Progid 204**

See IE 5 tab (formerly Nashville (IE4 & IE5) )

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HIGHLY CONFIDENTIAL**

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**MS-PCA 2536690  
HIGHLY CONFIDENTIAL**

Works (inactive)

<b>Works 4.0 -- Prog ID 127</b>
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Claris
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Novell
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WordPerfect
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MS-PCA 2536691  
HIGHLY CONFIDENTIAL

**MATERIAL REDACTED**

**MS-PCA 2536692  
HIGHLY CONFIDENTIAL**

## MICROSOFT CORPORATION NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between MICROSOFT CORPORATION, a Washington corporation ("Microsoft"), and \_\_\_\_\_ ("Recipient").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

### 1. Definition of Confidential Information and Exclusions.

(a) "Confidential Information" means nonpublic information that Microsoft designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by Recipient. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Microsoft software or hardware products, the marketing or promotion of any Microsoft product, Microsoft's business policies or practices, and information received from others that Microsoft is obligated to treat as confidential. Except as otherwise indicated in this Agreement, "Microsoft" also includes all Affiliates of Microsoft and, except as otherwise indicated, the term "Recipient" also includes all Affiliates of the Recipient. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Recipient's breach of any obligation owed to Microsoft; (ii) became known to Recipient prior to Microsoft's disclosure of such information to Recipient pursuant to the terms of this Agreement; (iii) became known to Recipient from a source other than Microsoft other than by the breach of an obligation of confidentiality owed to Microsoft; (iv) is independently developed by Recipient; or (v) constitutes Feedback (as defined in Section 5).

### 2. Obligations Regarding Confidential Information

(a) Recipient shall:

- (i) Refrain from disclosing any Confidential Information to third parties for five (5) years following the date that Microsoft first discloses such Confidential Information to Recipient, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;
- (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information;
- (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information except in pursuance of Recipient's business relationship with Microsoft, and only as otherwise provided hereunder; and
- (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Microsoft to Recipient under the terms of this Agreement, except as expressly permitted by applicable law.

(b) Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives the undersigned Microsoft representative reasonable notice prior to such disclosure to allow Microsoft a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest

level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Recipient shall not disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

(c) The undersigned Recipient may disclose Confidential Information only to Recipient's employees and consultants on a need-to-know basis. The undersigned Recipient will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(d) Recipient shall notify the undersigned Microsoft representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and will cooperate with Microsoft in every reasonable way to help Microsoft regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Recipient shall, at Microsoft's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or at Microsoft's option, certify destruction of the same.

### 3. Remedies

Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Microsoft shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 4. Miscellaneous

(a) All Confidential Information is and shall remain the property of Microsoft. By disclosing Confidential Information to Recipient, Microsoft does not grant any express or implied right to Recipient to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Microsoft reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) In the event that Microsoft provides any computer software and/or hardware to Recipient as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used by the Recipient for evaluation and providing Feedback (as defined in Section 5 of this Agreement) to Microsoft. Unless otherwise agreed by Microsoft and the Recipient, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Recipient agrees that neither Microsoft nor its suppliers shall be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such software and/or hardware.

(c) The parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Microsoft, the Recipient, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Microsoft and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(e) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties further consent to exclusive jurisdiction and

venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington. Recipient waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(f) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of Microsoft. Any purported assignment in violation of this Section shall be void.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) Microsoft may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the Recipient. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

5. Suggestions and Feedback

The Recipient may from time to time provide suggestions, comments or other feedback ("Feedback") to Microsoft with respect to the Confidential Information provided by Microsoft. Recipient agrees that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Recipient, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Microsoft. Recipient will not give Feedback that is subject to license terms that seek to require any Microsoft product, technology, service or documentation incorporating or derived from such Feedback, or any Microsoft intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Microsoft shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

MICROSOFT CORPORATION  
One Microsoft Way  
Redmond, WA 98052-6399

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**MICROSOFT CORPORATION NON-DISCLOSURE AGREEMENT  
(STANDARD RECIPROCAL)**

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between MICROSOFT CORPORATION, a Washington corporation ("Microsoft"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Company").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. Definition of Confidential Information and Exclusions.**

(a) "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party; or (v) constitutes Feedback (as defined in Section 5 of this Agreement).

**2. Obligations Regarding Confidential Information**

(a) Receiving Party shall:

- (i) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for five (5) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;
- (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
- (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and
- (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding

the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

(c) The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable Receiving Party to enforce all the provisions of this Agreement.

(d) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same.

### 3. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 4. Miscellaneous

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) In the event that the Disclosing Party provides any computer software and/or hardware to the Receiving Party as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used by the Receiving Party for evaluation and providing Feedback (as defined in Section 5 of this Agreement) to the Disclosing Party. Unless otherwise agreed by the Disclosing Party and the Receiving Party, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever arising from or relating to Receiving Party's use of or inability to use such software and/or hardware.

(c) The parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

(d) The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) If either Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(g) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

5. Suggestions and Feedback

The Receiving Party may from time to time provide suggestions, comments or other feedback ("Feedback") to the Disclosing Party with respect to Confidential Information provided originally by the Disclosing Party. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by the party offering the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for the receiver of the Feedback. Receiving Party will not give Feedback that is subject to license terms that seek to require any Disclosing Party product, technology, service or documentation incorporating or derived from such Feedback, or any Disclosing Party intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of the Feedback shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

MICROSOFT CORPORATION  
One Microsoft Way  
Redmond, WA 98052-6399

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

11/06/2001