

Microsoft

September 27, 1995

VIA UPS NEXT DAY DELIVERY

ACER AMERICA CORPORATION
2641 Orchard Parkway
San Jose, CA 95134
Attn: Director of Product Marketing

should be A009-5089

Re: License Agreement No. A009-5089 dated March 15, 1995 ("Agreement") between Microsoft Corporation ("MS") and Acer America Corporation ("Acer")

Dear Sir or Madam:

We are in receipt of Robert Olstad's letter of September 11, 1995 in which Acer requests termination of the Agreement effective September 30, 1995 (the "Termination Date"). Additionally, Acer requests the right to continue to distribute those Customer Systems with Product that are in inventory as of the date of termination.

MS accepts your request to terminate the Agreement as of the Termination Date and to continue to distribute Customer Systems with Product subject to the following conditions:

- (1) Upon the Termination Date, Acer shall cease (a) installing Product software on any Customer System, and (b) packaging and distributing any Product software or Product documentation with any Customer Systems;
- (2) Acer may allow its distributors and dealers to distribute the Customer Systems with Product that are in the distribution channel as of the Termination Date pursuant to the terms of the Agreement and for a period of 60 (sixty) days after the Termination Date (the "Period"); upon the expiration of the Period, Acer's license rights under the Agreement with respect to the Product shall cease;
- (3) Acer shall be primarily liable for the performance of its distributors and dealers during the Period; and
- (4) Acer shall be responsible for complying with, among other things, Section 3 of the Agreement regarding payment and reporting with respect to any Customer Systems with Product distributed during the Period pursuant to Section 2 of this letter of agreement.

The terms of this letter of agreement shall supersede any inconsistent terms contained in the Agreement. Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Microsoft Corporation is an equal opportunity employer.

Plaintiff's Exhibit
5728
Comes V. Microsoft

HIGHLY CONFIDENTIAL UNDER
PROTECTIVE ORDER Microsoft
147 Cases, J.C.P.P. No. 405, CA
Superior Court, San Francisco

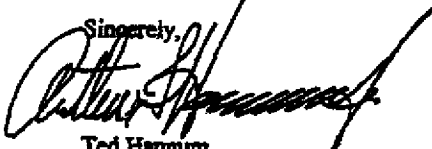
ACER 002272

September 21, 1995

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If Acer agrees to the terms of this letter of agreement, please indicate Acer's acceptance by obtaining an authorized signature in the space provided below. Once you have done so, please return the signed original to me at the address indicated above.

Sincerely,




Ted Hammum
Business Manager, OEM Sales

cc: Pekka Niilkkonen
Robert Olstad

Agreed to and Accepted by:

ACER AMERICA CORPORATION


By (Signature)

MICHAEL D. CULVER
Name (Printed)

SR. DIRECTOR OF PRODUCT MGMT
Title

10/6/95
Date

HIGHLY CONFIDENTIAL UNDER
PROTECTIVE ORDER Microsoft
LV Cases, J.C.P. No. 406, CA
Superior Court, San Francisco

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