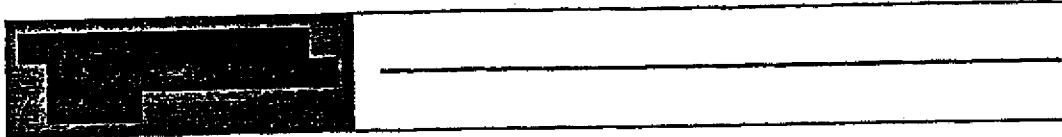


# Microsoft OEM

## Cooperative Market Development Program 2002



### Program Instruction & Objectives

**Program**  
means the MS OEM Cooperative Market Development Program 2002 as set forth in this document.

**MS**  
means Microsoft Licensing Inc., a Nevada USA corporation.

**Program OEM**  
means a PC OEM and its subsidiaries (as licensed in the OEM Agreement) to which MS has extended a written invitation to participate in this Program

This document defines the Program under which MS and selected PC OEMs can cooperate with respect to Program OEM Customer Systems to:

- a) expand the existing market
- b) broaden the market for new opportunities
- c) encourage repeat and replacement sales
- d) improve competitiveness of Program OEM and MS
- e) enhance the end-user experience.

MS and Program OEM will achieve these goals by working cooperatively to:

- advance the Windows PC platform
- improve product quality
- endorse or promote promising Windows-based technologies through investments in Windows-related platform development.

### Program Dates

The Program begins on January 1, 2002 and ends on June 30, 2003.

### Confidential Information

All information related to this Program is confidential and protected by the confidentiality agreements between Program OEM and MS regardless of whether or not Program OEM chooses to participate in the Program. Program OEM shall keep confidential:

- a) all the terms and conditions of this Program
- b) all communications between Program OEM and MS regarding it
- c) all communications regarding it to or by MSCORP in its capacity as our OEM sales and marketing representative.

### Participation

**Customer Systems**  
means all personal computers distributed or shipped with Windows Desktop Operating System products licensed under the OEM Agreement.

**MSCORP** means Microsoft Corporation, a Washington USA corporation.

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Microsoft Confidential



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Program OEM may disclose this confidential information to Program OEM's legal and financial consultants but only on a 'need to know' basis and subject to these confidentiality obligations.

**Program Rewards**

In consideration of Program OEM's successful completion of the activities and accomplishment of the milestones described in section 2 designed to achieve the Program objectives, MS is willing to offer Program OEM the incentive discounts indicated in section 2 against royalties for:

- Microsoft® Windows® XP Professional
- Microsoft® Windows® XP Home
- Microsoft® Windows® 2000 Professional

when they are licensed under the OEM Agreement.

This Program sets out the conditions under which MS will offer incentive discounts to Program OEM on licensed copies of these 3 Windows products when distributed during the period January 1, 2003 through June 30, 2003.

Program OEM can choose to accept the offer to participate in the Program by accomplishing the milestones and fulfilling the other conditions of the offer set out below.

*Windows products* mean the products licensed as part of the "Windows Desktop Family" exhibits or product schedules to the OEM Agreement.

**Milestones, activities and discounts**

Program OEM must undertake the activities set out in this section to reach a particular milestone and to be eligible for the incentive discount indicated.

All activities associated with a milestone as set out in section 2 and all Program participation requirements as set out in section 3 are ongoing and continuous performance of them is required until June 30, 2003. If Program OEM discontinues the activities for an individual milestone, the incentive discounts applicable to it also discontinue from that time.

**2.1 Milestone 1: Windows logo certification** *Discount: US\$5.00 per unit*

End users want assurance that the systems they propose to use meet high standards. As a result, the 'Designed for Microsoft Windows' logo requirements were created in collaboration with the industry to establish standards for developing and testing quality, innovative products designed for the Windows PC platform. All models of Program OEM's Customer Systems distributed on or after January 1, 2002 with Windows products must:

- a) meet the respective 'Designed for Microsoft Windows' logo requirements then current; and

In addition to testing at Windows Hardware Quality Laboratories, MS may survey Program OEM's shipping Customer Systems for progress toward this milestone using a combination of Microsoft and third party personnel testing systems generally available for purchase in the marketplace.

Driver digital signatures will be verified using `sigverf.exe` or a successor test program.

In this limited context first distribution and distribution both refer to the point at which the Customer System unit leaves your factory or warehouse.

Note: Customer Systems Licensed for Windows XP that pass the Windows XP logo tests (except for the minimum RAM configuration) and distributed with 64MB of RAM may be distributed with the Windows 2000 logo, Windows 2000 / Windows 98 dual logo or the Windows 2000 / Windows Millennium dual logo, provided that the Customer System has also been separately certified and licensed for such logo pursuant to a logo license with MSCORP. However, beginning April 1, 2002 all Customer Systems distributed with Windows XP will need to ship with 128MB of RAM and a Windows XP logo in order to meet these Milestones

All test measurement is to be performed using a timed measurement of results provided via `BOOTVIS.exe` or a successor test program and a stopwatch.

Desktop UI is defined as system pointer with the ability to immediately execute a program from a desktop icon.

- b) in their configuration for sale to end-users:
- (i) pass logo certification at MSCORP's Windows Hardware Quality Laboratories before their first distribution; and
  - (ii) be substantially similar to units as reviewed by the Laboratories; and
  - (iii) for all included hardware and peripherals, ship only Windows operating system drivers that are digitally signed by Windows Hardware Quality Laboratories. These drivers must be preinstalled on the Customer Systems.
- c) display the appropriate 'Designed for Microsoft Windows' logo or successor logo in the color and metallic design specified by MSCORP.

Program OEM must have entered into the Designed for Microsoft Windows Logo License Agreement (Version 4.0) with MSCORP to display the logo.

## 2.2 Milestone 2: Improved end-user experience

*Discount: US\$2.50 per unit*

End users want to begin and end their Windows-based PC sessions quickly. To increase their satisfaction all Program OEM's Customer Systems distributed with Windows XP Professional or Windows XP Home must meet the following requirements:

- a) Customer Systems (except the notebooks outlined in (b) below) distributed with Windows XP Professional or Windows XP Home must:
- (i) complete power-on of Windows operating system to desktop UI in (i) 35 seconds or less if the Customer System is a desktop computer or (ii) 40 seconds or less if the Customer System is a notebook computer. Customer Systems distributed with versions of Windows XP that are double-byte character set enabled are allowed an additional 5 seconds to complete power-on to desktop UI. If the Customer System is installed with more than one operating system, this milestone will be tested by setting Windows as the default operating system and removing any operating system selection delay. In the case where it is not possible to set a default operating system and/or remove any operating system selection delay we will time the boot process to the point of operating system selection, stop the stop watch, select a Windows operating system, and then simultaneously restart the stopwatch and press the Enter key;
  - (ii) resume from Hibernation (S-4 ACPI state) in 25 seconds or less;

(iii) resume from Standby (S-3 ACPI state) in 5 seconds or less;

(iv) ship with S-3 ACPI state as the default standby state; and

(v) provide all PC functionality (e.g., devices, applets, etc.) in proper working order after reinitialization regardless of resume state.)

- b) Notebook computers that employ a RISC CPU using a software/firmware layer in main memory to translate into CISC based x86 instructions ("RISC Processor") as the primary processor and distributed between January 1, 2002 and August 1, 2002 with Windows XP Professional or Windows XP Home must:

(i) complete power-on of Windows operating system to desktop UI in 55 seconds or less. Customer Systems utilizing a RISC Processor as the primary processor and distributed with versions of Windows XP that are double-byte character set enabled must complete power-on to desktop UI in 65 seconds or less;

(ii) resume from Hibernation (S-4 ACPI state) in 25 seconds or less;

(iii) resume from Standby (S-3 ACPI state) in 5 seconds or less;

(iv) ship with S-3 ACPI state as the default standby state; and

(v) provide all PC functionality (e.g., devices, applets, etc.) in proper working order after reinitialization regardless of resume state.

- c) After August 1, 2002 all notebook computers described in Subsection (b) above must meet the Milestone 2 power-on requirements as outlined in Subsection (a) above.

At your option, you may use the S-1 ACPI state on Customer Systems preinstalled with Windows XP Home Edition in place of the S-3 ACPI State until April 1, 2002. All Customer Systems distributed from April 1, 2002 forward must utilize the S-3 ACPI state as the default. In either case, the Customer System must resume from Standby (S-3 or S-1 ACPI state) in 5 seconds or less.

### 2.3 Milestone 3: Platform promotion

*Discount: US\$2.50 per unit*

#### Taglines

As a means of furthering end-user awareness and appreciation of Program OEM's Customer Systems with Windows products as well

as improving Program OEM's competitive advantage over OEMs that distribute unlicensed operating system products, Program OEM must include taglines with the following characteristics, and the accompanying URL where applicable, in any sales, marketing and promotional materials related to such Customer Systems.

a) *Wording of taglines*

in materials published between January 1, 2002 and June 30, 2003

- for all Customer Systems with Windows products:

*either:* [Program OEM name] PCs use genuine  
Microsoft® Windows®  
<http://www.microsoft.com/piracy/howtotell>

*or:* [Program OEM name] PCs use genuine  
Windows® Operating Systems  
<http://www.microsoft.com/piracy/howtotell>

You may eliminate the "http://" from the beginning of this tagline. In addition underlining of the URL is optional

- at Program OEM's option in place of these taglines, for Customer Systems licensed with Windows XP Professional and configured for sale as a business PC:

*either:* [Program OEM] recommends Windows XP Professional for business.

*or:* [Program OEM] recommends Windows XP Professional for Education.

*or:* [Program OEM] recommends Windows XP Professional for Government.

*or:* [Program OEM] recommends Windows XP Professional for Health Care.

*or:* [Program OEM] recommends Windows XP Professional for Engineering.

*or:* [Program OEM] recommends Windows XP Professional for Mobile Computing.

These taglines may be used in an advertisement for Customer Systems with other Windows products provided at least one Customer System with Windows XP Professional is featured in the advertisement.

In Japan, at Program OEMs option, Program OEM may use the following tagline:

Microsoft® Windows® □□□□□□□□□□□□□□□□  
[www.Microsoft.com/piracy/howtotell](http://www.Microsoft.com/piracy/howtotell)

b) *Typographical features of taglines*

- font:** same font as used in core messaging that presents a promise, benefit, feature or reason to choose Program OEM or to buy its Customer Systems
- size:** bolded in the same font size as the main body of copy or 2 points larger than the main body of copy.  
Any accompanying URL can be in either the same font size as the tagline or 1 point smaller.
- color:** black or any other color if it increases the readability and prominence of the tagline on the page; no colors or shading lighter in tone than the main copy.
- treatment:** no italics or condensed or shrunk typefaces.
- language:** for sales, marketing and promotional materials in languages other than English, in the appropriate localized language as translated and provided by MSCORP. If the body of an advertisement is in English, an English tagline may be used.

c) *Placement of taglines*

Materials	Position
Print advertising and POP materials	On each page (or 2 page spread) generated for or by Program OEM that contains core messaging, core messaging shall present a promise, benefit, feature or reason to choose Program OEM or to buy its Customer Systems. No taglines are required on POP material smaller than 4" X 5.5" or in reseller print advertisements.
Web pages	On each information page for each model of customer system and on point-of-purchase page/configuration screen. This includes any web page that mentions a Microsoft Windows operating system that is available on a Customer System; any webpage that lists technical specifications that include at least the processor, memory, hard drive, video card and I/O port(s); and any point-of-purchase page/configuration web page. Program OEM must ensure that the URL associated with the tagline is 'active' and that customers who click on the URL are immediately taken to the <a href="http://www.microsoft.com/piracy/howtotell">http://www.microsoft.com/piracy/howtotell</a> website
Web banners	On the page referenced by the banner's hyperlink
OEM Catalogs	On each page (or 2 page spread) that promotes a customer system

Direct mail

on each page (or 2 page spread) that promotes a Customer System

d) *Lay-out of taglines*

- surroundings:** separate tagline from all other copy with space  
not in area where various legal conditions are printed
- accompanying URL:** directly below tagline  
flush left if tagline on left side of page  
flush right if tagline on right side of page  
centered if tagline in center of page

**URLs**

Program OEM must:

- a) provide to MS a URL on Program OEM's website that will host a set of pages outlining end-user messaging and specifics of the various media solutions Program OEM provides with its Customer Systems for Microsoft Windows products
- b) provide MS by January 1, 2002 with all URLs for every language in which Program OEM has localized websites for reference and use on Microsoft's global web pages at <http://www.microsoft.com/piracy/howtotell>
- c) provide a series of web pages in accordance with templates in the Recovery Solution Web Page Content Kit as provided by MS or as Program OEM defines with MS' approval in writing; make the pages available on the web by January 1, 2002; host them; and update them to include changes in Program OEM's media policy or product within 30 days of the changes.

**Requirements for participation**

To participate in the Program and be entitled to receive an incentive discount, Program OEM must:

- a) attend the annual Windows Hardware Engineering Conference; and
- b) attend an OEM Preinstallation Kit training course hosted by MSCORP if it is available; and

- c) on Customer Systems with Windows products that are shipped to China, Eastern Europe, Greece, Israel, Saudi Arabia, Thailand and Turkey - preinstall the applicable localized version as the default Windows Product language version if it is available and distribute it with Program OEM's Customer Systems no later than 90 days after MS ships the OEM Preinstallation Kit of the localized version to Program OEM. For China you may offer English in addition to the localized versions of Windows but may not offer English exclusively. Hebrew-enabled and Arabic-enabled versions of Windows may be offered in lieu of localized Arabic and Hebrew and still meet this requirement. Program OEM may pre-install and distribute other language versions of the Windows Products with Customer Systems when specifically requested to do so by a particular end customer in writing on end customer's company letterhead; and
- d) ensure that all Program OEM's Customer Systems as configured for sale to end-users are shipped with licensed operating systems software (whether Microsoft or non-Microsoft) or a license for use of operating system software in order to combat software piracy.

#### Incentive Discount

#### 4.1 What products qualify for an incentive discount?

The incentive discounts apply only to copies of Windows XP Home and Windows XP Professional licensed under the OEM Agreement and shipped between January 1, 2003 and June 30, 2003. The incentive discounts also apply to copies of Windows 2000 Professional licensed under the OEM Agreement and shipped between January 1, 2003 and March 31, 2003.

#### 4.2 How is the incentive discount determined?

Program OEM must submit written progress reports to MSCORP on April 12, June 28 and November 29, 2002 and at other times as requested by MS or MSCORP. The reports must be received at MSCORP's Redmond, Washington headquarters no later than the close of business on the April 12, June 28 and December 4, 2002. The reports must use the templates supplied by MSCORP, state the activities undertaken and the milestones accomplished and include supporting materials. If Program OEM does not submit a report on time, submits the report incomplete or without the required supporting materials, Program OEM is ineligible for any incentive discount.

MS makes an ultimate determination whether Program OEM achieved a milestone after receiving the December 4, 2002 report, examining the material provided by Program OEM and examining

Important deadlines



the material MS collects or contracts others to collect in the marketplace. MS will send Program OEM notice of the incentive discount earned no later than January 1, 2003.

**4.3 When will Program OEM receive the incentive discounts?**

MS will credit Program OEM the incentive discounts as set out in section 2 if:

- a) Program OEM:
  - i) accomplishes the milestones set out in section 2; and
  - ii) completes the requirements set out in section 3; and
  - iii) submits the reports as outlined in section 4.2; and
- b) the offer has not lapsed as set out in section 5.2 and the OEM Agreement has not expired or terminated.

Program OEM is entitled to receive the incentive discount for a particular successfully completed milestone even if it has not accomplished any of the other milestones.

MS pays the incentive discount as a refund against royalties already paid or as a set off against future royalties payable to MS.

**4.4 What if there is a dispute?**

If Program OEM and MS disagree on whether Program OEM is entitled to a discount, Program OEM and MS must each appoint a senior level executive to meet and attempt to resolve the dispute. If the executives cannot resolve the dispute, MS can make a final binding determination.

**4.5 Records and audit and inspection**

Program OEM must keep records relating to the accomplishment of each milestone and its related activities and make them available to MS or MSCORP on request.

Program OEM agrees to provide MS with access to Program OEM's records and facilities relating to this Program as well as the records and facilities of any relevant subsidiary to conduct an audit or inspection to verify Program OEM's progress reports and compliance with this Program. MS will give Program OEM at least 48 hours notice of any proposed audit or inspection and conduct it during regular business hours.

Upon MS' request, Program OEM agrees to supply MSCORP with up to 2 Customer Systems per year, in their configuration for sale to end-users, for MSCORP to test and evaluate. MSCORP must return the Customer Systems to Program OEM within 30 days of completing the tests and evaluation.

5. Duration of offer

**5.1 Duration of offer**

The offer remains open for acceptance by Program OEM until the earliest of:

- a) December 1, 2002;
- b) the lapse of this offer as set out in section 5.2; or
- c) the termination or expiration of the OEM Agreement.

**5.2 When this offer lapses**

The offer of incentive discounts lapses and Program OEM is not eligible for any incentive discounts if (i) it does not satisfy any requirement of the offer, or (ii) MS terminates the OEM Agreement.

**6. General matters**

**6.1 This Program**

This Program document contains the entire Microsoft OEM Market Development Program 2002 and replaces all prior and contemporaneous communications relating to the Market Development Program 2002. This provision does not apply to any prior Market Development Program. No individual side letter agreement or amendment with Program OEM shall modify or alter this Program. Only Program changes communicated in writing by MS to all Program participants shall have force or effect.

**6.2 Commercial relationships**

This Program does not:

- a) create a license for any Microsoft product; or
- b) create a partnership, joint venture or agency relationship between Program OEM and MS or Program OEM and MSCORP; or
- c) grant Program OEM a franchise.

**6.3 No Warranties**

Neither MS nor MSCORP make any warranties regarding:

- a) any materials or documents referred to in this Program; and
- b) any product or item developed from or compliant with these materials or documents; and
- c) the possible infringement of any copyright, patent, trade secret or other intellectual property right of any person or

Please read carefully

The materials and documents include the 'Designed for Microsoft Windows' logo requirements and the templates in the Recovery Solution Web Page Content Kit.

For example, implied warranties of merchantability, fitness for a particular purpose and freedom from infringement.

entity in any country by any product or item developed from or compliant with these materials or documents.

To the maximum extent permitted by law, both MS and MSCORP disclaim all express and implied warranties and are not liable for loss of profits, business interruption or any other damage arising out of the use of the materials or documents.

Program OEM acknowledges that it is responsible for seeking and obtaining licenses for any intellectual property rights where appropriate.

#### 6.4 Assignment of rights

MS can assign its rights and obligations under this Program to an affiliate.

Program OEM can assign any rights or obligations under this Program only to the extent the OEM Agreement permits assignment.

#### 6.5 Notices

All notices under this Program must be given at the time and in the manner specified in the OEM Agreement.

Notices take effect from the time they are received unless they specify a later time.

#### 6.6 Waiver of rights

A condition of this Program, or a right created by it, is only waived when Program OEM or MS do so in writing.

#### 6.7 Legal proceedings

This Program is governed by the choice of law specified in the OEM Agreement. Program OEM and MS agree to take legal proceedings over this Program only in the courts specified in the OEM Agreement.

Documents in legal proceedings can be served in any of the ways set out in the OEM Agreement.

If Program OEM or MS employ attorneys to enforce any rights arising out of this Program, the successful party is entitled to recover its reasonable attorneys' fees, costs and other expenses but only to the extent provided in the OEM Agreement.

- End of Program Document -