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PROMOTION & DISTRIBUTION AGREEMENT

This Promotion & Distribution Agreement (the "Agreement") is entered into and effective as of June 3, 1996 (the "Effective Date") by and between **MICROSOFT CORPORATION**, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and **COMPUSERVE INCORPORATED**, an Ohio corporation located at 5000 Arlington Centre Blvd., Columbus, Ohio 43220 ("CompuServe").

RECITALS

Microsoft is the owner and/or authorized licensor of the Windows 95 operating system, as well as of certain Internet-related technology, including "browsing" software known as the "Internet Explorer" for Windows 95, Windows NT, Windows 3.xx and Apple Macintosh operating systems.

CompuServe is the owner of the CompuServe Information Service and other on-line products and services, such as WOW!, which provide World Wide Web ("WWW") and Internet online access for its subscribers ("CompuServe Online Services").

Microsoft and CompuServe are parties to an Internet Explorer Source License & Distribution Agreement effective as of December 6, 1995, as amended by written Amendment #1, under which CompuServe has a source code development and object code distribution license to Microsoft's Internet Explorer as part of CompuServe Online Services (the "Internet Explorer Distribution Agreement").

Under the Internet Explorer Distribution Agreement, CompuServe ships Internet Explorer as its "primary" Internet browser for all Platforms.

Microsoft and CompuServe wish to promote access to the CompuServe Online Services by, inter alia, including, integrated into the user interface and as part of Microsoft's distribution of Windows 95, software client and icons representing the CompuServe Online Services.

The parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Apple Macintosh" means Apple's Macintosh operating system version 7.1, or later.

1.2 "Changes" means modifications, extensions, translations or other Derivative Technology of source code created through Modification of software.

1.3 "Client Software" means the operating system platform-specific client access software used by a subscriber to an Online Service to access such service, but not including any applications, content or services of the Online Service.

1.4 "CompuServe Addresses" means the names and addresses of End Users of the CompuServe Online Services which subscribed to the CompuServe Online Services via the Flagship Client Software distributed by Microsoft as part of Windows 95 under Section 4.1 and who have not requested that their names and addresses be withheld from use for promotional or advertising purposes.

1.5 "CompuServe Client Software" means Client Software for CompuServe Information Services, including setup and installation features.

1.6 "CompuServe Online Services" means CompuServe's current On-line Services, CompuServe Information Service and WOW!, and/or any current or future CompuServe-owned products and services which are successors to the CompuServe Information Service or WOW!

1.7 "CompuServe Sites" means WWW sites owned by CompuServe, including WWW sites associated with CompuServe Online Services, but excluding SpryNet WWW sites and those sites co-branded with a third party (but not a third party offering a Third Party Browser).

1.8 "Confidential Information" means: (i) any trade secrets and other information not generally known relating to either party's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how; and (ii) the specific terms and conditions of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction on disclosure.

1.9 "Customized Branded Service" means a CompuServe Online Service which has been specifically customized for a third party, such that the presentation and/or preferences have been modified to call attention to a third party's application while still retaining the overall CompuServe Online Service brand.

1.10 "Desktop Folder" means a folder, shortcut, link or other similar iconic representation entitled "Online Services" and which is accessible to Windows 95 users on the Windows 95 desktop, as more fully described in Exhibit A.

1.11 "Derivative Technology" shall mean: (i) for copyrightable or copyrighted material, any translation (including localization into foreign languages or translation into other computer languages), portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

1.12 "End-User" means a third-party customer or potential customer to whom a copy of a product or service is licensed, sublicensed or otherwise distributed or transmitted primarily for such customer's or potential customer's use and not for further sublicense or distribution.

1.13 "Error(s)" means defect(s) software which prevent it from performing in accordance with the specifications and/or a Severity Level 1, 2 or 3 error, as such errors are defined in Exhibit E.

1.14 "Flagship Client Icons" means the separate icons or menu items for the CompuServe Information Service and WOW! for installation of and/or access to the Flagship Client Software, the visual aspects of which are described in Exhibit A.

1.15 "Flagship Client Software" means: (i) the CompuServe Client Software on the Windows 95 Platform, including setup and installation features, modified to include the Internet Explorer; and (ii) the WOW! Client Software for WOW! on the Windows 95 Platform, including setup and installation features, modified to include the Internet Explorer.

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1.16 "Internet Access Service" means a service, such as SpryNet, which primarily providing electronic access to "open" services such as the Internet and the WWW.

1.17 "Internet Explorer" means current and future versions of Microsoft's Internet Explorer browser software for each of the Platforms, as released by Microsoft during the Term. Version 3.0 of Internet Explorer is described in Exhibit C.

1.18 "Microsoft Addresses" shall mean the names and addresses of Microsoft End Users of Windows 95 in North America (and, if possible, outside of North America) who have registered with Microsoft and who have not requested that their names and addresses be withheld from use for promotional or advertising purposes.

1.19 "Modify" means to, edit, format, modify, translate and otherwise create Derivative Technology of software.

1.20 "Online Service" means an electronic information service: providing access for computer users to "proprietary" content, services, entertainment and/or other information; providing access to "open" services such as the Internet, the WWW; and/or providing a combination of the foregoing, including organization-specific LANs, WANs and Intranets, regardless of means of delivery or transport media.

1.21 "Platforms" means Windows 95, Windows NT, Windows 3.xx and Apple Macintosh.

1.22 "Program Folder" means a folder, shortcut, link or other similar iconic representation entitled "Other Online Services" and which is accessible to Windows 95 users from the "Start/Programs" option on the Windows 95 "Start" menu, as more fully described in Exhibit A.

1.23 "SpryNet" means the SpryNet Internet Access Service owned by CompuServe.

1.24 "Term" means the term of the Agreement, a period of two (2) years commencing upon the Effective Date.

1.25 "Third Party Browser" means software, for any Platform, designed to view, render, browse or otherwise interact with the Internet, the WWW and/or other public networks now existing or hereafter created.

1.26 "Windows 3.xx" means Microsoft's 16-bit operating system version 3.1 or later, including Windows for Workgroups.

1.27 "Windows 95" means Microsoft's Windows 95 operating system, including upgrades and direct successor versions thereof released by Microsoft during the Term, but not including any version of Windows NT. "Windows 95" can include both a retail upgrade version which is upgrade of current operating system technology, as well as an original equipment manufacturer ("OEM") version which constitutes a full operating system installation, inclusive of upgrade/replacement code.

1.28 "Windows NT" means Microsoft's 32-bit operating system.

1.29 "WOW!" means the "WOW!" Online Service owned by CompuServe.

1.30 "WOW! Client Software" means the Client Software for WOW! for the Windows 95 Platform, including setup and installation features.

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2. LICENSE GRANTS

2.1 License Grant - Flagship Client Software. During the Term, CompuServe hereby grants to Microsoft a nonexclusive, royalty-free, fully paid up, worldwide right and license:

(a) *Object Code.* To use, reproduce, license, rent, lease, display, perform or otherwise distribute, and have reproduced, licensed, rented, leased, displayed, performed or otherwise distributed, to and by third parties, object code versions of the Flagship Client Software as part of or in conjunction with Windows 95; and to grant the foregoing rights in the Flagship Client Software to third parties, including the right to license such rights to further third parties; and

(b) *Source Code.* Solely to the extent expressly permitted by CompuServe in writing and subject to the restrictions of this Section 2.1, to use, Modify, reproduce, evaluate and make Changes to the source code of the Flagship Client Software solely for purposes of (i) assisting CompuServe with the testing and integration of Internet Explorer into the Flagship Client Software and (ii) supporting End Users of Windows 95.

The source code of the Flagship Client Software shall be disclosed only to those Microsoft employees and independent contractors working on Internet Explorer or Windows 95 development and having a need to access such source code for the purposes set forth in Section 2.1(b). In no event shall Microsoft permit access to such source code by any other employees or independent contractors at Microsoft. Microsoft will ensure that employees and independent contractors permitted access to the Flagship Client Software source code are under written agreement imposing obligations of confidentiality with respect to such source code consistent with the terms and conditions of this Agreement. Access to the Flagship Client Software source code shall only be at secure Microsoft facilities where Microsoft takes steps to protect the security and the confidentiality of such source code as extensive as it takes to protect its own Confidential Information of like importance.

2.2 Internet Explorer. CompuServe is licensed Internet Explorer under the Internet Explorer Distribution Agreement.

2.3 Ownership. Except as expressly licensed to Microsoft in Section 2.1, CompuServe retains all right, title and interest in and to the Flagship Client Software and any Changes to the Flagship Client Software created by or for Microsoft.

2.4 No Other Rights. Except as expressly granted in this Agreement, Microsoft shall have no other rights in the Flagship Client Software. Under no circumstances will anything in this Agreement be construed as granting to either party, by implication, estoppel or otherwise, a license to any technology other than that expressly licensed under this Agreement.

3. PROMOTION OF INTERNET EXPLORER AS PRIMARY INTERNET BROWSER

3.1 Use, Distribution and Promotion. During the Term, CompuServe shall market, promote, ship and otherwise distribute Internet Explorer as its primary Internet browser for the CompuServe Online Services including, without limitation, as follows:

(a) Subject to Section 3.3(c), 3.3(d), 3.4 and 3.5, and with respect to physical distribution (including media, packaging and the marketing and promotions associated with such physical distribution), CompuServe shall ship, market and otherwise physically distribute Internet Explorer, and not any Third Party Browser, with CompuServe Online Services.

(b) Subject to Section 3.3(b), 3.4 and 3.5, and with respect to physical distribution (including media, packaging and the marketing and promotions associated with such physical distribution),

CompuServe shall ship, market and physically distribute Internet Explorer, and not any Third Party Browser, with Customized Branded Services.

During the Term, Section 4.1 of the Internet Explorer Distribution Agreement is superseded by this Section 3.1 with respect to the CompuServe Online Services.

3.2 Further Obligations.

(a) *Download.* At Microsoft's option, CompuServe shall, within a reasonable time following Microsoft's request, provide a reasonable number of locations on the CompuServe Online Services and CompuServe Sites (outside of general Internet download areas) for End Users and Customers to download (either directly or indirectly via URL link) Internet Explorer for all Platforms.

(b) *Promotion On WWW Sites.* CompuServe shall design the home WWW pages for the CompuServe Online Services to take advantage of and use new extensions and improvements available in new versions of Internet Explorer with the intent being to optimize (without adversely impacting the operability with Third Party Browsers) such sites for Internet Explorer. In addition, CompuServe shall use reasonable efforts to design ten (10) of the primary (top twenty (20) by traffic volume) WWW pages other than home pages on its CompuServe Online Services to take advantage of and use new extensions and improvements available in new versions of Internet Explorer. Microsoft and CompuServe may mutually designate up to fifteen (15) separate features that CompuServe shall incorporate and use on such pages.

(c) *Internet Explorer Logo.* CompuServe shall execute a "Designed For Internet Explorer Logo" license and prominently feature the Internet Explorer logo on its CompuServe Online Services home pages and ten (10) other pages as set forth in Section 3.2(b). Except as provided in Section 3.3(a), CompuServe shall not logo its CompuServe Sites and home pages for CompuServe Online Services with logos of Third Party Browsers.

3.3 Exceptions.

(a) *End User Choice.* Except as otherwise provided in this Agreement, CompuServe is not in any way obligated to prevent or preclude the access to, use or downloading of Third Party Browsers on CompuServe Online Services and CompuServe Sites or third party services and Internet sites, even if accessible through use of CompuServe Online Services. In no event, however, shall CompuServe, on the CompuServe Online Services, or any CompuServe Sites, provide links to use and to download Third Party Browsers in a way intended to confuse End Users about the status of Internet Explorer as the primary Internet browser as set forth in Section 3.1.

(b) *Customer Choice - Customized Branded Service.* Where expressly required by a third party provider, distributor or corporate/organizational account ("Customer") to distribute a Third Party Browser, CompuServe may allow the distribution of any Third Party Browser (bundled or not) with a Customized Branded Service, subject to the following percentage limitation. For any Semi-Annual Period, the total Shipment Percentage shall not exceed fifteen percent (15%). "Semi-Annual Period" means each six (6) month period ending June 30 or December 31, during the Agreement Term. The initial Semi-Annual Period shall commence upon January 1, 1997. "Shipment Percentage" means a formula as follows: B/(A-C)+B. "A" equals the total number of copies of Internet Explorer distributed by or for CompuServe pursuant to Section 3.1(a) (including copies distributed with Windows 95 pursuant to Section 4). "B" equals the total number of browsers shipped with Customized Branded Services. "C" equals the total number of copies of Internet Explorer distribute with Flagship Client Software by Microsoft with Windows 95 pursuant to Section 4. The parties will use reasonable efforts to jointly promote Internet Explorer to any such Customer, including joint meetings of the parties and such

Customer, provided that such activities do not unreasonably impair CompuServe's selling activity.

(c) *Non-Branded Services.* CompuServe may ship any browser with respect to CompuServe Non-Branded Services. "CompuServe Non-Branded Services" means an Online Service provided by CompuServe specifically for a Customer which is not a CompuServe Online Service, not a Customized Branded Service or otherwise not solely marketed, promoted or distributed under a CompuServe Online Service trademark or tradename, but rather is marketed, promoted and distributed primarily under a Customer's trademark or tradename.

(d) *Cyberzine.* For the imminent, upcoming (Summer 1996) release of its "Cyberzine," CD-ROM-based magazine, CompuServe may physically distribute Third Party Browsers with Cyberzine; provided, however, that CompuServe will use reasonable, good faith efforts to include Internet Explorer where practicable for each Platform where Internet Explorer on such Platform meets CompuServe's technical needs for Cyberzine.

3.4 Initial Transition Period. CompuServe's specific obligations under Sections 3.1(a), 3.1(b) and 3.2 shall not apply, with respect to each Platform, during the "Transition Period." "Transition Period" means the period commencing upon the Effective Date and ending, for each Platform, upon the later of (i) Microsoft's general commercial distribution of Internet Explorer version 3.0 for each Platform and (ii) January 1, 1997. During such Transition Period, CompuServe shall nevertheless use all reasonable efforts to transition its End Users and Customers to new versions of its Flagship Client Software.

3.5 Subsequent Transition Periods. During the Term, CompuServe shall use all reasonable efforts (i) to integrate and incorporate into Flagship Client Software new releases of Internet Explorer for each Platform released by Microsoft, and (ii) to transition as soon as practical its End Users to the newest version of Flagship Client Software.

4. DISTRIBUTION OF FLAGSHIPCLIENT SOFTWARE

4.1 Distribution Obligation. During the Term, Microsoft shall include the Flagship Client Software as part of each retail package and OEM version of Windows 95, including placement of the Flagship Client Icons in the Desktop and Programs Folders as described in Section 4.3, expressly subject to the following conditions:

(a) *Latest Version of Internet Explorer.* Beginning with Version 3.0, for each new version of Internet Explorer released by Microsoft during the Term as part of a Windows 95 release, CompuServe must, subject Section 4.2, integrate and incorporate such latest version into the Flagship Client Software, provided that (subject to Section 4.2) Microsoft shall have provided CompuServe with appropriate pre-releases of the source code to Internet Explorer under the Internet Explorer Distribution Agreement, including the provision of final release candidate source code within ninety (90) days prior to RTM (as defined in Section 4.1(c)) for Windows 95. Given the nature of both the Internet and Online Services businesses, the parties do not intend for the dates in either this Section 4.1(a) or Section 4.1(c) to be absolute. Rather, as the situation warrants (such as provided in Section 4.3), the parties will use all reasonable efforts to accommodate and work with the other on deliveries of relevant code, including frequent and timely code drops in the latter stages of development before RTM and mutual accommodation on receipt and delivery of source code and final release code. The intent is that CompuServe must have the latest version of Internet Explorer incorporated into its Flagship Client Software in order to be released with Windows 95, but that both parties work together to ensure every possibility that such intent will be effected. In that respect, Microsoft will provide

CompuServe no less favorable treatment regarding deliveries of and assistance with respect to Internet Explorer source code than Microsoft provides any third party.

(b) *Localization.* For distribution of localized versions of the Flagship Client Software, CompuServe must provide a localized version for each corresponding localized version of Windows 95 as provided in Exhibit B.

(c) *Support of Flagship Client Software.* CompuServe understands that each new version of Windows 95 requires extensive testing of the entire base of code shipped with the product. Consequently, new and/or localized versions of the Flagship Client Software to be distributed with corresponding new versions of Windows 95 must be delivered and supported by CompuServe in a timely manner, including: (i) regular alpha and beta code drops shall be given to Microsoft periodically during development with Errors corrected in accordance with the severity schedule and procedures set forth in Exhibit D; (ii) final code shall be delivered by CompuServe to Microsoft within thirty (30) days prior to Microsoft's release-to-manufacture ("RTM") date for the version of Windows 95; and (iii) following RTM, CompuServe must correct any Errors in accordance with the severity schedule in Exhibit D and deliver such corrections to Microsoft. CompuServe shall use reasonable best efforts to ensure that the Flagship Client Software meets Microsoft's performance and quality criteria for applications and components shipped with Windows 95. In no event shall Microsoft be obligated to include Flagship Client Software as part of Windows 95 if the Flagship Client Software has any Severity 1 or 2 level Error.

(d) *Support.* CompuServe shall handle all Flagship Client Software support issues including, but not limited to, telephone and e-mail support for existing and prospective End Users and Customers.

(e) *Floppy Distribution.* For copies of Windows 95 distributed in floppy diskette format only, the CompuServe Client Software provided to Microsoft shall occupy not more than two (2) floppy diskettes.

(f) *Hard Disk Distribution.* For copies of Windows 95 distributed in hard disk format (*e.g.*, through OEMs), the Flagship Client Software provided to Microsoft shall occupy not more than six (6) megabytes of hard disk space.

(g) *CD-ROM Distribution.* For copies of Windows 95 distributed in CD-ROM format, whether distributed through OEMs or retail, the Flagship Client Software shall occupy not more than thirty (30) megabytes of storage space; provided, however, that CompuServe shall use its best efforts to reduce the total storage space occupied by the WOW! Client Software to twenty (20) megabytes or less.

4.2 Version 3.0 of Internet Explorer. The parties expressly acknowledge that Microsoft's next release date for the OSR-2 ("OEM Service Release") of Microsoft Windows 95 is still undetermined. If OSR-2 is delayed to incorporate Version 3.0 of Internet Explorer, Microsoft will not be able to give CompuServe the final release candidate for Version 3.0 Internet Explorer source code ninety (90) days prior to RTM. In any event, both parties shall use all reasonable efforts to assist the other in the incorporation of Version 3.0 of Internet Explorer into the Flagship Client Software, and the inclusion of the Flagship Client Software into OSR-2, including but not limited to providing as often as practical code drops of pre-RTM releases of Internet Explorer, Version 3.0 and the Flagship Client Software. As the parties may mutually agree, such efforts may include the hosting of CompuServe development personnel at Microsoft's Redmond, Washington, offices.

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4.3 Folders.

(a) *Program Folder.* For each version of Windows 95 distributed with the Flagship Client Software as set forth in this Section 4, Microsoft shall include the Flagship Client Icons in the Program Folder. The Flagship Client Icons will be clearly visible whenever the Program Folder menu item is opened to its default setting.

(b) *Desktop Folder.* For each version of Windows 95 distributed with the Flagship Client Software as set forth in this Section 4, Microsoft shall include the Flagship Client Icons in the Desktop Folder. The Flagship Client Icons will be clearly visible whenever the Desktop Folder is opened to its default setting. CompuServe understands and acknowledges that, separate from the Desktop Folder: (i) Microsoft may have an icon on the Windows 95 desktop that represents a general Internet sign-up application or wizard; and (ii) Microsoft may continue to place the icon for the Microsoft Network ("MSN") on the Windows 95 desktop.

4.4 Setup & Placement. Upon setup or installation of Windows 95 with which a copy of Flagship Client Software is distributed, setup and placement will be as follows:

(a) *OEM Version.* For the OEM version of Windows 95, the default installation will place the Flagship Client Icons in the Desktop Folder on the Windows 95 desktop. For each copy of Windows 95 distributed by OEMs through pre-installation on the hard disk, the default installation will include (subject to Section 4.1(f)) the Flagship Client Software as part of such hard disk pre-installation. In addition, for those OEM distributions of Windows 95 for which OEMs choose to also include a CD-ROM of Windows 95 (either as a back-up or as a companion CD-ROM), Microsoft shall include (subject to Section 4.1(g)) the WOW! Client Software on such CD-ROM.

(b) *Retail Version.* For a retail full package or upgrade version of Windows 95: (i) where an End User chooses "yes" to installing the Flagship Client Software, the Flagship Client Software will be installed and visible in the Desktop and Program Folders; and (ii) where an End User chooses "no" to installing the Flagship Client Software, the Flagship Client Software will not be installed but will nevertheless be visible in the Desktop and Program Folders, and including the Flagships Client Icons will be installed on the Windows 95 desktop, and an End User subsequently selecting or opening such Flagship Client Icons will be given the opportunity of installing the Flagship Client Software.

With respect to distribution of the Flagship Client Software (under Section 4.1) and setup and placement of the Flagship Client Icons (under Section 4.3 and this Section 4.4), Microsoft shall ensure that CompuServe is given no less favorable treatment than any third party Online Service. CompuServe expressly acknowledges that standard Windows 95 installation procedures (such as listing icons alphabetically) shall be considered equal or "no less favorable" treatment with respect to placement of the Flagship Client Icons.

4.5 Changes To Windows 95. To the extent Microsoft distributes the Flagship Client Software with Windows 95 through OEMs, Microsoft shall not authorize, and, to the best of its knowledge, it has not authorized, any OEM to change or modify Windows 95 to remove the Flagship Client Icons or Flagship Client Software or otherwise alter the distribution, setup and placement of the Flagship Client Software or the Flagship Client Icons as set forth in Sections 4.1, 4.3 and 4.4. It is Microsoft's understanding that any such alteration or deletion, of items such as Flagship Client Software or the Flagship Client Icons would require authorization from Microsoft. Microsoft shall enforce its agreement with any OEM regarding removing or altering the distribution, setup and placement of the Flagship Client Icons and Flagship Client Software as set forth in Sections 4.1, 4.3 and 4.4. CompuServe understands that such enforcement shall be in the reasonable time periods and context permitted under the OEM agreement, at law and/or in equity.

4.6 Other Platforms. Should Microsoft offer any third party Online Service the ability to distribute Client Software on the Windows 3.xx or Windows NT Platforms, Microsoft shall offer the same ability to CompuServe with respect to the Flagship Client Software and Flagship Client Icons on treatment no less favorable than that offered to such third party.

5. PUBLICITY

Subject to applicable law, the parties will cooperate with each other on press releases and similar communications regarding the non-confidential subject matter of this Agreement, and the content, timing and necessity of all such communications will be agreed upon in writing by both parties.

6. ADDRESSES

6.1 Use of CompuServe Addresses by Microsoft. Subject to Section 6.3, CompuServe hereby grants to Microsoft a non-exclusive, royalty-free right and license in the United States only, to use the CompuServe Addresses for marketing and promoting Microsoft products and services other than the MSN. Microsoft's MSN division may not use the CompuServe Addresses for any purpose, and Microsoft may not use the CompuServe Addresses for purposes of marketing MSN.

6.2 Use of Microsoft Addresses by CompuServe. Subject to Section 6.3, Microsoft hereby grants to CompuServe a non-exclusive, royalty-free right and license to use the Microsoft Addresses for marketing and promoting CompuServe products and services.

6.3 Restrictions On Use of Addresses. Each party ("Licensee") shall treat the addresses licensed to it under this Section 6 as the Confidential Information of the licensing party ("Licensor"). Licensee may use the Licensor Addresses only as specifically set forth in this Section 6. In particular, Licensee may not copy, reproduce, sell, lease, rent, license, sublicense or otherwise distribute the Licensor Addresses to any third party other than its bonded and insured third party mailhouse, and Licensee may not use or transcribe the Licensor Addresses for purposes of building up a Licensee or third party address database. Licensee shall use its best efforts to ensure that its bonded and insured third party mailhouse use of the Licensor Addresses is only on behalf of Licensee and is consistent with the terms and conditions of Licensee's permitted use under this Agreement. Any restrictions set forth in this Section 6 shall not apply to any Licensor Addresses already known to or independently developed or obtained by Licensee or which Licensee obtains as a result of the authorized use of the Licensor Addresses under this Agreement (*e.g.*, a response to a Licensee promotion validly using a Licensor Address).

6.4 Form of Delivery. Addresses shall be delivered in magnetic tape, cartridge or other form mutually agreed to by the Licensee and Licensor. CompuServe shall deliver the CompuServe Addresses to Microsoft on a quarterly basis during the Term. Microsoft shall deliver the Microsoft Addresses to CompuServe up to three (3) times during the Term, within thirty (30) days after CompuServe's written request for such Microsoft Addresses.

7. COSTS; CO-MARKETING

7.1 Cost Reimbursement. For floppy diskette versions of Windows 95, CompuServe shall reimburse Microsoft for the incremental cost of goods sold and labor costs associated with the inclusion of the Flagship Client Software in Windows 95, including but not limited to costs of media, labeling and manufacture and labor costs associated with package insertion. Such costs shall be reimbursed by CompuServe on a quarterly basis, payable within thirty (30) days after receipt of Microsoft's invoice for such costs. Distribution on floppy diskette shall be at CompuServe's election. The parties shall work together regarding any floppy diskette based distribution. With respect to floppy diskette

distribution and cost reimbursement, Microsoft shall offer CompuServe treatment no less favorable than that offered to any third party.

7.2 Reverse Referral Fees. With respect to "reverse" referral fees (financial remuneration paid by Microsoft with respect to placement of Client Software icons in the Desktop and Programs Folders), during the Term, Microsoft shall give CompuServe no less favorable treatment than that given to any third party Online Service.

7.3 SpryNet; Referral Server. Microsoft shall offer CompuServe the right to include SpryNet as part of the Internet "Referral Server" and Windows 95 on terms and conditions no less favorable than that offered to any third party Internet Access Service.

8. MICROSOFT NONEXCLUSIVE

Nothing in this Agreement will be construed as restricting Microsoft's ability to license, develop, sub-license, manufacture or distribute Internet Explorer or any other technology, for itself or for any third party, or to include third party Client Software with Windows 95 generally, or specifically in the Desktop Folder and/or the Program Folder, or with any other Microsoft product.

9. TRADEMARKS

9.1 Grant by Microsoft. CompuServe is hereby granted a non-exclusive license to use the designation "Microsoft Internet Explorer" in any advertising, marketing, technical or other materials related to Internet Explorer as specified in this Agreement. Such use shall be in accordance with Microsoft's then current trademark guidelines to be provided concurrent with the execution of this Agreement and reasonably updated by Microsoft from time to time. If the trademark guidelines are amended or any Microsoft trademarks are modified or added, CompuServe shall have the right to deplete or have depleted existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified or added Microsoft trademarks and shall have a reasonable transition period to implement compliance. When CompuServe uses a Microsoft trademark, CompuServe shall clearly indicate Microsoft's ownership of the Microsoft trademark. CompuServe agrees not to, and to obtain the agreement of its distributors not to, register any Microsoft trademarks without Microsoft's express prior written consent. Microsoft shall promptly notify CompuServe of any claim of infringement or invalidity of any Microsoft trademarks or any action or inquiry by any trademark office or authority questioning the validity, enforceability or registrability of any such Microsoft trademark in any jurisdiction.

CompuServe shall brand the Flagship Client Software as set forth in Section 4.2 and Exhibit C of the Internet Explorer Distribution Agreement.

9.2 Grant by CompuServe. Microsoft is hereby granted a non-exclusive license to use those CompuServe trademarks relating to the CompuServe Online Services in Windows 95 (to the extent incorporated into the CompuServe Icon or CompuServe Access Software) and any advertising, marketing, technical or other materials related to the CompuServe Online Services which are distributed, transmitted or promoted by Microsoft or its distributors in connection with this Agreement. Such use shall be in accordance with CompuServe's then current trademark guidelines to be provided and reasonably updated by CompuServe from time to time. If the trademark guidelines are amended or any CompuServe trademarks are modified or added, Microsoft and its distributors shall have the right to deplete or have depleted existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added CompuServe trademarks and shall have a reasonable transition period in which to implement compliance. Microsoft shall clearly indicate CompuServe's ownership of the CompuServe trademarks. Microsoft agrees not to,

and to obtain the agreement of its distributors not to, register any CompuServe trademarks without CompuServe's express prior written consent. CompuServe shall promptly notify Microsoft of any claim of infringement or invalidity of any CompuServe trademarks or any action or inquiry by any trademark office or authority questioning the validity, enforceability or registrability of any such CompuServe trademark in any jurisdiction. Nothing herein shall require Microsoft to use any CompuServe trademark in any manner, except as expressly provided in Section 4.

10. CONFIDENTIALITY

10.1 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each party will use its best efforts not to disclose to third parties the other's Confidential Information without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

10.2 The parties' obligations of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had rightful and good faith access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall 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, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

11. WARRANTIES

11.1 CompuServe. CompuServe warrants and represents that, to the best of its knowledge

(a) It has the full power to enter into this Agreement and it can grant the license rights set forth herein; and

(b) The Flagship Client Software does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

11.2 Microsoft. Microsoft warrants and represents that, to the best of its knowledge:

(a) It has the full power to enter into this Agreement and it can grant the license rights set forth herein and

(b) Windows 95 does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

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12. DISCLAIMER OF FURTHER WARRANTIES

12.1 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 11.1, THE FLAGSHIP CLIENT SOFTWARE, COMPUSERVE TRADEMARKS LICENSED UNDER SECTION 9.2 AND

COMPUSERVE CONFIDENTIAL INFORMATION ARE PROVIDED TO MICROSOFT "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. COMPUSERVE DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH RESPECT TO THE FLAGSHIP CLIENT SOFTWARE, COMPUSERVE TRADEMARKS LICENSED UNDER SECTION 9.2 AND COMPUSERVE CONFIDENTIAL INFORMATION.

12.2 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 11.2, THE MICROSOFT CONFIDENTIAL INFORMATION AND MICROSOFT TRADEMARKS LICENSED UNDER SECTION 9.1 ARE PROVIDED TO COMPUSERVE "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. MICROSOFT DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH RESPECT TO THE MICROSOFT CONFIDENTIAL INFORMATION AND MICROSOFT TRADEMARKS LICENSED UNDER SECTION 9.1.

13. INDEMNITY

13.1 Indemnity by CompuServe.

(a) CompuServe shall, at its expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim that the Flagship Client Software or CompuServe trademarks licensed under Section 9.2 infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party ("CompuServe Claims"), and CompuServe will indemnify and hold Microsoft harmless from and against any costs, damages and fees reasonably incurred by Microsoft, including but not limited to fees of attorneys and other professionals, that are directly attributable to such CompuServe Claims. Microsoft shall: (i) provide CompuServe reasonably prompt notice in writing of any such CompuServe Claims and permit CompuServe, through counsel mutually acceptable to Microsoft and CompuServe, to answer and defend such CompuServe Claims; and (ii) provide CompuServe information, assistance and authority, at CompuServe's expense, to help CompuServe to defend such CompuServe Claims. CompuServe will not be responsible for any settlement made by Microsoft without CompuServe's written permission, which permission will not be unreasonably withheld.

(b) CompuServe may not settle any CompuServe Claim under this Section 13.1 on Microsoft's behalf without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld. In the event Microsoft and CompuServe agree to settle a CompuServe Claim, CompuServe agrees not to publicize the settlement without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld.

(c) The obligations of this Section 13.1 shall be Microsoft's exclusive remedy for any breach of CompuServe's warranties under Section 11.1(b).

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13.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and CompuServe's request, defend any claim or action brought against CompuServe, and CompuServe's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim that the Microsoft trademarks licensed under Section 9.1 infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of a third party ("Microsoft Claims"), and Microsoft will

indemnify and hold CompuServe harmless from and against any costs, damages and fees reasonably incurred by CompuServe, including but not limited to fees of attorneys and other professionals, that are directly attributable to such Microsoft Claims. CompuServe shall: (i) provide Microsoft reasonably prompt notice in writing of any such Microsoft Claims and permit Microsoft, through counsel mutually acceptable to CompuServe and Microsoft, to answer and defend such Microsoft Claims; and (ii) provide Microsoft information, assistance and authority, at Microsoft's expense, to help Microsoft to defend such Microsoft Claims. Microsoft will not be responsible for any settlement made by CompuServe without Microsoft's written permission, which permission will not be unreasonably withheld.

(b) Microsoft may not settle any Microsoft Claim under this Section 13.2 on CompuServe's behalf without first obtaining CompuServe's written permission, which permission will not be unreasonably withheld. In the event CompuServe and Microsoft agree to settle a Microsoft Claim, Microsoft agrees not to publicize the settlement without first obtaining CompuServe's written permission, which permission will not be unreasonably withheld.

(c) The obligations of this Section 13.2 shall be CompuServe's exclusive remedy for any breach of Microsoft's warranties under Section 11.2(b).

14. TERMINATION

14.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect until the earlier of (i) termination for cause as set forth in Section 14.2, or (ii) expiration of the Term. Following the initial Term, the term of the Agreement shall automatically continue for additional one (1) year periods unless (i) either party gives notice of its intent not to so renew within thirty (30) days prior to the end of the Term (or any subsequent renewal term) or (ii) either party provides one hundred twenty (120) days of its intent to terminate the Agreement for convenience at any time during a renewal term.

14.2 Termination By Either Party For Cause. Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

(a) The other party is in material breach of any material warranty, term, condition or covenant of this Agreement, other than those contained in Section 10, and fails to cure that breach within sixty (60) days after written notice thereof;

(b) The other party is in material breach of Section 10; or

(c) Beginning June 1, 1997, CompuServe may terminate this Agreement for its convenience upon one hundred twenty (120) days written notice thereof.

14.3 Dispute Resolution. Prior to any termination of any part of this Agreement, the parties shall submit any dispute to structured negotiation as follows:

(a) *Coverage.* Other than actual or imminent material breaches of Section 10, any dispute between the parties with respect to this Agreement shall be submitted for structured negotiation. The commencement, and any resolution reached as a result, of any dispute resolution under this Section 14.3 shall be considered Confidential Information and protected under Section 10.

(b) *Structured Negotiation.* Either party may invoke this procedure by giving written notice to the other party designating a corporate officer with appropriate authority to be its representative in negotiations relating to the dispute. Upon receipt of such notice, the other party shall, within five (5) business days, designate a corporate officer with similar authority to be its

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representative. The designated officers shall, following whatever investigation each deems appropriate, but no event later than twenty (20) business days after the original notice, enter into discussions concerning the dispute. If within an additional thirty (30) business days of their initial meeting, the representatives do not resolve the dispute, either party take whatever steps it deems necessary, at law or in equity, to protect its rights under the Agreement.

14.4 Effect of Termination.

(a) Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

(b) Prior to the expiration of the Term, should this Agreement be terminated by either party for any reason, Microsoft's license grant under Section 2.1 shall survive the effective date of such termination until the later of (i) six (6) months and (ii) the next full release of Windows 95. Notwithstanding such survival, Microsoft shall not be under any obligation to distribute the Flagship Client Software or include the Flagship Client Icons in Windows 95 following any termination of this Agreement.

(c) Termination of this Agreement shall not affect the Internet Explorer Distribution Agreement.

14.5 Survival. In the event of termination or expiration of this Agreement for any reason, Sections 2.3, 2.4, 6.2, 7.1, 7.2, 8, 9.2 (to the extent license grants survive under Section 14.4(b)), 10, 11, 12, 13, 15, and 16 shall survive termination.

15. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE FLAGSHIP CLIENT SOFTWARE OR EITHER PARTY'S CONFIDENTIAL INFORMATION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL NOT APPLY TO SECTIONS 10 AND 13.

16. GENERAL PROVISIONS

16.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To CompuServe:		To Microsoft:	
CompuServe Incorporated.		Microsoft Corporation	
5000 Arlington Center Blvd.		One Microsoft Way	
Columbus, Ohio 43220		Redmond, WA 98052-6399	
Attention:	Kevin Knott	Attention: Brad Silverberg	
Phone:	(614) 538-3853	Phone:	(206) 936-6460
Fax:	(614) 538-3365	Fax:	(206) 703-1360
Copy to:	General Counsel	Copy to:	Law & Corporate Affairs
Fax:	(614) 457-9665	Fax:	(206) 936-7409

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or to such other address as a party may designate pursuant to this notice provision.

16.2 Independent Parties. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.

16.3 Governing Law. This Agreement shall be governed by the laws of the State of New York. Should, after dispute resolution fails under Section 14.3, CompuServe bring a cause of action arising out of or related to this Agreement, CompuServe may only file its action in the state and/or federal courts sitting in the State of Washington, King County. Should, after dispute resolution fails under Section 14.3, Microsoft bring a cause of action arising out of or related to this Agreement, Microsoft may only file its action in the state and/or federal courts sitting in the State of Ohio, Franklin County.

16.4 Attorneys' Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

16.5 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that CompuServe may not, without Microsoft's prior written approval, assign its rights under this Agreement, in whole or in part, to IBM, Apple, Netscape, Oracle, Sun, HP, and AT&T unless CompuServe continues as a separate entity owned by such party, or as a separate division, in either case separately marketing, promoting and offering the CompuServe Online Services under CompuServe trademarks and tradenames. In no event shall Microsoft, as the result of any assignment of this Agreement by CompuServe, be required to distribute third party Client Software or client icons with Windows 95.

16.6 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

16.7 Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement, together with the Internet Explorer Distribution Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of CompuServe and Microsoft by their respective duly authorized representatives.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

MICROSOFT CORPORATION

William H. Gates
By (Sign)

William H. Gates
Name (Print)

Chairman & CEO
Title

6/3/96
Date

COMPUSERVE INCORPORATED

S. M. Heaton
By (Sign)

Stephen M. Heaton
Name (Print)

Secretary
Title

JUN - 3 1996
Date

Reviewed by
Microsoft Legal
6/3/96

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EXHIBIT A

FLAGSHIP CLIENT ICONS DESCRIPTION; DESKTOP FOLDER; PROGRAM FOLDER

Flagship Client Icons:

[picture]

Desktop Folder:

1. The Desktop Folder will be inserted on the Windows 95 Desktop at the following location:

   [picture]

2. Should Microsoft move the MSN Client Icon from the desktop, Microsoft may remove the Desktop Folder to the same location.

3. Within the Desktop Folder, the Flagship Client Icons will be presented in icon view upon setup.

4. Microsoft shall ensure that all client icons in the Desktop Folder are presented in the standard manner that icons are presented in a Windows 95 folder. No third party online service icon will be in a better position than the Flagship Client Icons in the Desktop Folder.

Program Folder:

[picture]

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EXHIBIT B

LOCALIZED VERSIONS

The parties' intent is that, wherever CompuServe provides a competitive, localized version of CompuServe Online Services, Microsoft shall include a Flagship Client Icons and the Flagship Client Software for the corresponding, localized version of Windows 95.

A "competitive, localized version" is measured in partly, but not solely, terms of local language. Local language is an important factor in determining whether CompuServe's service offering in a country is competitive. As important, though, CompuServe's WOW! and/or CompuServe Information Service offering in the particular country or jurisdiction where a localized version of Windows 95 is distributed must be viable, competitive and offer local support and local access. For example, the parties recognize that an English language of WOW! or the CompuServe Information Service may be a competitive offering in a country where English is not the dominant language.

The parties shall work together in each instance to identify appropriate, localized versions for inclusion of Flagship Client Software and a Flagship Client Icons in a localized version of Windows 95.

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EXHIBIT C

DESCRIPTION OF INTERNET EXPLORER VERSION 3.0

Win95	Win16	Macintosh	Feature
Yes	Yes	Yes	**All Internet Explorer 2.0 Features**
Yes	Yes	Yes	**HTML Frames**
Yes	Yes	10/1 beta	**HTML CSS Stylesheets**
Yes	Yes	10/1 beta	**Visual Basic Script**
Yes	Yes	10/1 beta	**JavaScript**
Yes	Yes	Yes	**Netscape Plug-Ins**
Yes	Yes	Yes	**Server Push**
Yes	Yes	Yes	**GIF Animations**
Yes	Yes	beta	**HTTP extensions (read-range, file upload, PCT)**
Yes	Yes	10/1 beta	**"Intrinsic" Controls** – top "Active X Controls" requested by ISV's: video, audio, 3-state buttons, tooltips, pop-up menus, and scrolling text.
Yes	Maybe	Maybe	**Active X™ Control hosting in HTML**
Yes	Maybe	Maybe	**Automatic Code Download & Signing**
Yes	No	No	**Document Object hosting** (not available on Win16/Mac platforms)

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EXHIBIT D

MAINTENANCE PROBLEM SEVERITY AND RESOLUTIONS

How Microsoft Responds to Problem Reports from CompuServe

Intent: Microsoft will collect problem reports from CompuServe in a timely fashion, rank each problem report according to severity of the problem and the potential number of CompuServe customers impacted, assign a priority to the problem report, and provide a fixed binary or workaround in an suitable amount of time.

When CompuServe encounters a problem, CompuServe will submit a problem report via e-mail to _____ which includes the following information:

field	description
title	Maximum 60 character long summary of the problem
severity	1: Crashing, causes data loss, breaks major functionality, or other severe problem. 2: Annoying, contributes to overall instability in this area, crashes in obscure cases, breaks minor functionality. 3: Minor, doesn't impair functionality, may affect "fit and finish" 4: Trivial, a feature request, a good case for postponement (to the next release)
problem	Detailed description of problem, in following format: 1. Steps to reproduce problem (down to the keystroke, typically) 2. Expected behavior (what you thought should have happened) 3. Observed behavior (what happened instead, which you did not like) 4. Suggested fix (if appropriate, and does not duplicate expected behavior)
hardware	Description of hardware system that problem occurs on (CPU & speed, video card, modem vs. LAN connection, amount of RAM, manufacturer, etc.)
software	Description of software system (operating system and version, any special drivers, what other software was active in the system at the time of the problem, versions of all software in use, etc.)
version	Exact version number of software with problem.
contact	Person who originally found the problem. Please include full name, timezone, e-mail address, and phone numbers (daytime and evening), so that developer can follow up if necessary to get additional details.

Microsoft will respond as follows to each problem report, based on the Severity. Note that, as Microsoft nears a product ship deadline, the criteria for a "showstopper" problem (must fix before ship) get harder and harder to meet. Microsoft also reserves the right to reclassify the Severity of a problem report from CompuServe if it does not meet, in Microsoft's professional judgment, the Severity classification described above.

Severity	Response
1	Reply to CompuServe within one (1) business day with an estimate for when a fix will be available. Make best effort to supply fix within three (3) business days.
2	Reply to CompuServe within three (3) business days with an estimate for when (or if) a fix will be available. If Microsoft decides to fix problem, it will make best effort to supply fix within three (3) business days but no later than the next release.
3	Reply to CompuServe within ten (10) business days with an estimate for when (or if) a fix will be available. If Microsoft decides to fix problem, it will make best effort to supply fix within twenty (20) business days.

4 Microsoft will acknowledge receipt of problem report, and keep CompuServe informed about what build/version of Microsoft software (if any) will have the fix. Microsoft is under no obligation to fix this problem, however.

How CompuServe Responds to Problem Reports from Microsoft

Intent: CompuServe will collect problem reports from Microsoft in a timely fashion, rank each problem report according to severity of the problem and the potential number of Microsoft customers impacted, assign a priority to the problem report, and provide a fixed binary or workaround in an suitable amount of time.

When Microsoft encounters a problem, Microsoft will submit a problem report via e-mail to _____ which includes the following information:

field	description
title	Maximum 60 character long summary of the problem
severity	1: Crashing, causes data loss, breaks major functionality, or other severe problem. 2: Annoying, contributes to overall instability in this area, crashes in obscure cases, breaks minor functionality. 3: Minor, doesn't impair functionality, may affect "fit and finish" 4: Trivial, a feature request, a good case for postponement (to the next release)
problem	Detailed description of problem, in following format: 1. Steps to reproduce problem (down to the keystroke, typically) 2. Expected behavior (what you thought should have happened) 3. Observed behavior (what happened instead, which you did not like) 4. Suggested fix (if appropriate, and does not duplicate expected behavior)
hardware	Description of hardware system that problem occurs on (CPU & speed, video card, modem vs. LAN connection, amount of RAM, manufacturer, etc.)
software	Description of software system (operating system and version, any special drivers, what other software was active in the system at the time of the problem, versions of all software in use, etc.)
version	Exact version number of software with problem.
contact	Person who originally found the problem. Please include full name, timezone, e-mail address, and phone numbers (daytime and evening), so that developer can follow up if necessary to get additional details.

CompuServe will respond as follows to each problem report, based on the Severity. Note that, as CompuServe nears a product ship deadline, the criteria for a "showstopper" problem (must fix before ship) get harder and harder to meet. CompuServe also reserves the right to reclassify the Severity of a problem report from Microsoft if it does not meet, in CompuServe's professional judgment, the Severity classification described above.

Severity	Response
1	Reply to Microsoft within one (1) business day with an estimate for when a fix will be available. Make best effort to supply fix within three (3) business days.
2	Reply to Microsoft within three (3) business days with an estimate for when (or if) a fix will be available. If CompuServe decides to fix problem, it will make best effort to supply fix within three (3) business days but no later than the next release.
3	Reply to Microsoft within ten (10) business days with an estimate for when (or if) a fix will be available. If CompuServe decides to fix problem, it will make best effort to supply

	fix within twenty (20) business days.
4	CompuServe will acknowledge receipt of problem report, and keep Microsoft informed about what build/version of CompuServe software (if any) will have the fix. CompuServe is under no obligation to fix this problem, however.

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