1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF COLUMBIA

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5 UNITED STATES OF AMERICA,)
) No. CIV 98-1232(TPJ)
6 Plaintiff,)
) VOLUME II
7 vs.) (Afternoon Session)
)
8 MICROSOFT CORPORATION,) CONFIDENTIAL
)
9 Defendant.)
)

DEPARTMENT OF JUSTICE
AUG 31 1998
ANTITRUST DIVISION
SAN FRANCISCO OFFICE

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12 CONTINUATION OF THE DEPOSITION OF BILL

13 GATES, a witness herein, taken on behalf of the

14 plaintiffs at 12:35 p.m., Friday, August 28, 1998, at

15 One Microsoft Way, Redmond, Washington, before

16 Katherine Gale, CSR, pursuant to Subpoena.

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23 REPORTED BY:
Katherine Gale
24 CSR No. 9793
Our File No. 1-49006

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11 Q In connection with Intuit, Mr. Gates,
12 insofar as you were aware, was there any effort to
13 get Intuit to agree that Intuit would not promote
14 Netscape's browser?
15 A I'm not aware of any -- anything
16 specifically related to promotion. As I said, I
17 didn't deal with them directly. You could say
18 that -- ask them not to support Netscape as their
19 standard supported browser. It's a change in their
20 promotion of Netscape.
21 Q Yes. I take that point. Let me make
22 the question a little more precise.
23 Other than an attempt to get Intuit to
24 make Internet Explorer into its default browser, did
25 Microsoft make any effort, that you're aware of, to

1 get Intuit not to support or advertise Netscape's
2 browser?
3 A It's kind of a strange question because
4 Intuit never would have specifically advertised
5 someone's browser. So I don't know what -- what do
6 you mean by promotion when you give that example?
7 Q Well, I'm really just asking for what
8 Microsoft did. And if you don't understand the
9 question, Mr. Gates, you can tell me and I will
10 rephrase the question.
11 A Isn't that what I just did?
12 Q Saying that you didn't understand the
13 question?
14 A Uh-huh.
15 Q Okay. Let me put another question to
16 you.
17 Did Microsoft, insofar as you are
18 aware, try to get Intuit to agree not to enter into
19 any kind of marketing or promotion agreements with
20 Netscape?
21 A I don't know.
22 Q Did you have discussions with anyone
23 concerning what Microsoft was trying to get from
24 Intuit?
25 A I might have sent e-mail about it at

1 some point.

2 Q Do you remember the content of that

3 e-mail?

4 A No.

5 Q Do you remember anything at all about

6 the content of that e-mail?

7 A Well, I don't know that it's an e-mail

8 either. I said I might have sent e-mail. It may

9 have been many e-mails. So no, I don't remember

10 anything beyond the fact that there may have been

11 e-mail about this, and I may have made my views about

12 the subject known.

13 Q Let me ask you to look at a document

14 that has been previously marked as ~~Government Exhibit~~ Gov. Trial Ex.

15 ~~376~~ 206.

16 This purports to be an e-mail dated

17 April 17, 1997 from Brad Chase to you and some other

18 people which is forwarding on an e-mail of earlier in

19 the day on April 17 from Mr. Will Poole to Brad

20 Chase. The subject of both e-mails is Intuit Terms

21 Agreed.

22 (The document referred to was marked as

23 ~~Government Exhibit 376~~ Gov. Trial Ex. 206 for identification and is

24 attached hereto.)

25 Q BY MR. BOIES: Do you see that?

1 A Well, it's just a forward, yeah.
2 Q Do you recall receiving this e-mail?
3 A No.
4 Q Do you have any doubt that you received
5 a copy of this e-mail?
6 A No.
7 Q There are --
8 A I don't have any reason to doubt. I
9 don't know that I received the e-mail. I don't have
10 any reason to doubt it. But since I don't remember
11 it --
12 Q Did you ever see this e-mail before?
13 A I don't remember ever seeing it.
14 Q Under the heading "Intuit obligations"
15 it says, "Bundle IE3 (Quicken) and IE4 (other
16 products)."
17 Do you see that?
18 A Uh-huh.
19 Q Were you told in April 1997 that Intuit
20 had agreed to bundle IE3 and IE4 with its products?
21 A I don't remember that specifically.
22 Q Farther down on under "Intuit
23 obligations," there is an obligation that reads,
24 quote,
25 "Not enter into marketing or

1 promotion agreements with Other
2 Browser manufacturers for
3 distribution or promotion of Intuit
4 content."
5 Do you see that?
6 A Uh-huh.
7 Q Were you told in words or in substance
8 in or about April of 1997 that Intuit had agreed not
9 to enter into marketing or promotion agreements with
10 other browser manufacturers for distribution or
11 promotion of Intuit content?
12 A I don't remember being told that.
13 Q Do you have any reason to doubt that
14 you were told that?
15 A In the sense that one of the e-mails
16 that may have come into my mailbox might have related
17 to that, I don't -- I don't doubt it. Certainly
18 wasn't something that could have been very
19 significant to me because I don't have a recollection
20 of it.
21 Q The last Intuit obligation that is
22 listed here is, quote,
23 "Create 'differentiated
24 content' area for Intuit Channel that
25 is available only to IE users," close

1 quote.
2 Do you see that?
3 A Uh-huh.
4 Q Were you told in words or in substance
5 in or about April of 1997 that Intuit had agreed with
6 Microsoft that Intuit would create a differentiated
7 content area for Intuit's channel that would be
8 available only to IE users?
9 A I don't remember being told that nor do
10 I understand what it means.
11 Q Have you ever had any discussions with
12 anyone within Microsoft about the possibility of
13 content providers creating content area that would
14 only be available to IE users?
15 A I don't -- no. I don't understand
16 that. I mean, it -- if the URL was there, you can
17 get to it.
18 Q So what you're saying is that this
19 obligation that Intuit said to have taken on is an
20 obligation that you don't understand at all what it
21 means; is that what you're telling me?
22 A No. I'm saying these words that are on
23 this piece of paper, I don't understand what they
24 mean.
25 Q Do you understand the concept?

1 A I don't know what it means.
2 Q Okay.
3 Did you ever ask Mr. Poole what it
4 meant?
5 A Nope.
6 Q Did you ever ask Mr. Chase what it
7 meant?
8 A No.
9 Q Did you ever ask anybody what it meant?
10 A Those words, no.
11 Q Or the concept that is described by
12 those words?
13 A I don't understand those words. So
14 it's hard for me to relate to the concept. I don't
15 understand the words.
16 Q Let me be sure that I understand what
17 you don't understand.
18 Are you telling me that you don't
19 understand what it would mean for Intuit to create a
20 differentiated content area?
21 A That's in quotes.
22 Q Yes. For the Intuit Channel that would
23 be available only to IE users?
24 A I'm not sure what they mean by that.
25 Q Do you have any idea what they mean by

1 that?

2 A No. It's confusing to me.

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