From: larry a price
To: Microsoft ATR
Date: 12/21/01 5:36am
Subject: Microsoft Settlement too weak.

There are several issues that the proposed settlement needs to address, in order that Microsoft not walk away unpunished for their CRIMINAL behaviour.

1. Protecting Open Source

The proposed final settlement offer contains language intended to let Microsoft itself determine who is qualified to have access to the technical information intended to allow other operating systems to interoperate with Microsoft software. In point of fact, the language specifically claims their right to require that those party to interoperability information be businesses. This is clearly intended to to discriminate against the MANY software projects that are run entirely as volunteer efforts. The court should require that any technical information that Microsoft is required to disclose must be available to the public, so that the public itself might act in redressing the harm created by Microsoft's illegal tactics.

2. Closed File Formats Are A tool of Monopoly

One of the most insidious tactics used by Microsoft in the construction of their monopoly in business productivity and personal computing software is the creation of incompatible, undocumented file formats.
In addition the tactic of making new versions of their software produce files that were incompatible with their old software led to their being in effect able to require users of their software to upgrade their systems on their schedule.
The fact that Microsoft's file formats were undocumented has meant that competitors were effectively locked out of providing equivalent services to consumers who had unwisely chosen to use Microsoft products and that those consumers were themselves harmed in that their property was held hostage to Microsoft's software and would need to be either abandoned or (at great expense) converted to some other format.

3. Security Needs Of Consumers and Appropriate Liability

A further issue that could be addressed by the court is Microsoft's liability for the millions of person-hours of time wasted in dealing with the inadequacies of their operating system and of their email products.
A clear statement by the court that consumers had at a minimum an implied warranty of functionality, including an expectation of data privacy in the form of mechanisms to prevent both Microsoft itself and others from altering, destroying or illicitly copying data without it's owners permission; would set a clear precedent that software is the same as any

other class of product and should not be allowed to exempt itself from
product liability through specious End User License Agreements.
In that a product sold in exchange for value should meet a reasonable
buyers expectations for functionality and safety.

http://www.efn.org/~laprice (Community, Cooperation, Consensus
http://www.opn.org (Openness to serendipity, make mistakes
http://www.efn.org/~laprice/poems (but learn from them.(carpe fructus ludi)
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