

## **Consumers, businesses and Iowa state and local governments that bought Microsoft software may claim benefits from a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A proposed settlement of a class action lawsuit against Microsoft will provide up to \$179,950,000 in cash payments to consumers and in vouchers to volume licensees and/or Iowa state or local governments that can be used towards the purchase of computers, peripheral computer hardware, and software.
- The settlement applies to consumers and businesses that “indirectly acquired” certain Microsoft software between May 18, 1994 and June 30, 2006, for use in Iowa, and not for resale. The settlement also applies to Iowa state and local governments that “indirectly acquired” certain Microsoft software between July 1, 2002 and June 30, 2006, for use in Iowa, and not for resale. (See the explanation in Question 5).
- The settlement will resolve a private lawsuit about whether Microsoft violated Iowa antitrust and unfair competition laws.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |   |
|--|---|
| <b>SUBMIT A CLAIM FORM</b>                               | The only way to get settlement benefits – i.e., cash, or vouchers that can be redeemed for cash after the purchase of computer hardware or software.                        |
| <b>ASK TO BE EXCLUDED</b>                                | Get no cash or vouchers. The only option that allows you to ever be part of another lawsuit against Microsoft Corporation involving the legal claims resolved by this case. |
| <b>OBJECT</b>  | Write to the Court if you do not like the settlement.   |
| <b>GO TO A HEARING</b>                                   | Ask to speak in Court about the fairness of the settlement.   |
| <b>DO NOTHING</b>  | Get no vouchers. Give up rights.  |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Cash and vouchers will be distributed if the Court approves the settlement and after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why was this notice issued?

The Court issued this notice because you have a right to know about a proposed settlement of a class action lawsuit. You are entitled to know how you may make a claim for the benefits of the settlement and about all of your options. If the Court grants final approval and after any appeals are resolved, valuable benefits will be distributed to those who submit a claim form by **December 14, 2007** or 30 days after the Court grants “final approval” to the settlement, whichever comes later. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to claim them.

Judge Scott D. Rosenberg of the Iowa District Court, Fifth Judicial District in Des Moines, Iowa, is in charge of the case, *Comes v. Microsoft Corp.*, No. CL82311. The people who sued are called the Plaintiffs, and the company they sued, Microsoft Corporation (“Microsoft”), is called the Defendant.

### 2. What is this lawsuit about?

The Plaintiffs said that Microsoft violated Iowa’s antitrust and unfair competition laws and thereby over-charged customers for certain of its operating system, word processing and spreadsheet software. Microsoft denies these claims and contends that it developed and sold high quality and innovative software at fair and reasonable prices.

### 3. Why is this a class action?

In a class action, one or more person(s) or business(es) called “Class Representatives” sue on behalf of those with similar claims. All of these people and businesses together are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Microsoft. Instead, both sides agreed to a settlement. That way, they avoid the uncertainty and cost of trial and those included in the Class will get an opportunity to receive cash and vouchers. The Class Representatives and the attorneys appointed by the Court to represent the Class believe the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of the settlement?

The following consumers and entities are Class Members and are entitled to claim settlement benefits:

All persons or entities (excluding federal, state and local governmental entities) who, from and including May 18, 1994 through June 30, 2006, indirectly purchased (i.e., purchased from someone other than Microsoft) a license for Microsoft Operating System software and/or Microsoft Applications software for use in Iowa and who did not purchase it for resale.

All Iowa state and local governments who, from and including July 1, 2002 through June 30, 2006, indirectly purchased (i.e., purchased from someone other than Microsoft) a license for Microsoft Operating System software and/or Microsoft Applications software for use in Iowa and who did not purchase it for resale.

You “indirectly purchased” Microsoft software if you legally purchased your software, or a computer on which that software was already installed, from a person or entity other than Microsoft. For example, if you purchased your Microsoft software directly from a computer manufacturer or a retailer, you indirectly purchased your software.

## **6. Are there exceptions to being included?**

Federal government entities, Microsoft, its officers, directors, subsidiaries in which Microsoft has greater than a 50% ownership interest and any judges or justices assigned to hear any aspect of this litigation are not included in the Class.

## **7. What if I'm not sure whether I'm included in the settlement?**

If you are not sure whether you are included in the Class, you may call the toll-free number 1-877-477-0960 or write to the lawyers appointed to represent the members of the Class at Class Counsel, P.O. Box 128, Minneapolis, MN 55440-0128.

# **THE SETTLEMENT BENEFITS – WHAT YOU GET**

## **8. What does the settlement provide?**

The settlement provides up to \$179,950,000 in cash payments and vouchers to Class Members.

Members of the Class who are not volume licensees and/or Iowa state or local governments will receive a "Consumer Cash Payment." "Volume licensees" are people or entities that acquired their licenses under one of Microsoft's "volume license" programs (see the explanation in Question 15).

Members of the Class who are volume licensees and/or Iowa state or local governments will receive "Volume Licensee Vouchers" which can be used for reimbursement on purchases **made after April 25, 2007** of any brand of qualifying computer hardware or software described below (see Question 19).

If less than \$179,950,000 is issued to Class Members, one-half of the remaining amount will be distributed as vouchers for hardware, software and technology services to Iowa public schools that are most in need of the vouchers under a program to be approved by the Court. The total value of vouchers issued but not redeemed will also be distributed to Iowa public schools.

## **9. How much will the Consumer Cash Payments be worth?**

The Consumer Cash Payments are worth:

- \$16 for each Microsoft "Windows" or "MS-DOS" operating system software license;
- \$29 for each Microsoft "Office" productivity suite software license;
- \$10 for each Microsoft "Word" word processing software (including versions of "Home Essentials" and "Works Suite" that contain "Word") license; and
- \$25 for each Microsoft "Excel" spreadsheet software license.

As described below, you may submit claims for each copy of these software products that you lawfully and indirectly purchased between May 18, 1994 through June 30, 2006, for use in Iowa, and not for resale.

## **10. How much will the Volume Licensee Vouchers be worth?**

The Volume Licensee Vouchers are worth:

- \$16 for each Microsoft "Windows" or "MS-DOS" operating system software license;
- \$29 for each Microsoft "Office" productivity suite software license;
- \$10 for each Microsoft "Word" word processing software (including versions of "Home Essentials" and "Works Suite" that contain "Word") license; and
- \$25 for each Microsoft "Excel" spreadsheet software license.

As described below, if you licensed your software on a "volume" basis, you are entitled to submit claims for

each copy of these software products that you lawfully and indirectly purchased between May 18, 1994 through June 30, 2006, for use in Iowa, and not for resale and for each computer your volume license authorizes you to use in conjunction with the Microsoft software listed above. Software upgrades count as a separate purchase unless you have an "Enterprise" license.

Iowa state and local governments may submit claims for each copy of these software products that were lawfully and indirectly purchased between July 1, 2002 through June 30, 2006, for use in Iowa, and not for resale.

### **11. What am I giving up as part of the settlement?**

Unless you ask to be excluded from the settlement (see Question 25 below), when the settlement becomes final—even if you do not claim a Consumer Cash Payment or Volume Licensee Vouchers—you will be releasing Microsoft from liability for all claims identified in Article III of the Settlement Agreement and included on page 12 of this notice. This means you will be bound by that release which means you give up the right to sue Microsoft for the claims that this settlement resolves. The Settlement Agreement is available at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com). The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

### **12. How will the settlement help Iowa schools?**

If the total amount of Consumer Cash Payments and Volume Licensee Vouchers issued to Class Members is less than \$179,950,000, Microsoft will distribute vouchers worth one-half of the remaining amount to public schools in Iowa that are most in need of the vouchers under a program to be approved by the Court. The schools can use these vouchers for up to four years after they are distributed. Additionally, 100% of the value of Volume Licensee Vouchers issued to Class Members but not redeemed by them will be distributed to Iowa public schools under a similar program. These vouchers can be used for up to two years after they are distributed. Any of these vouchers that remain unused by the schools may be given to other schools or other needy organizations in Iowa.

Half of the vouchers distributed to schools can be used for computers and other hardware, software, professional development services, support services, networking and infrastructure equipment, MSNTV units and access for students' homes, training and non-custom hardware designed for use by children with special needs, and evaluation tool(s) in monitoring use of vouchers. The other half of the vouchers can be used for certain types of generally available software sold by any software company.

## **HOW TO GET CONSUMER CASH PAYMENTS – SUBMITTING A STANDARD CLAIM FORM**

### **13. How can I get a Consumer Cash Payment?**

Class Members who are not volume licensees and/or Iowa state or local governments may obtain a Consumer Cash Payment.

**To qualify for a Consumer Cash Payment, you must fill out and submit a Standard Claim Form on time.** If your claim does not exceed \$200, you can complete and mail a Standard Claim Form, and you do not need to provide any additional documents or proof about your software, as long as your claim is certified with a declaration under penalty of perjury. If you have more than \$200 in claims and your software was not acquired through a volume license program, you can also use a Standard Claim Form, but you will need to provide additional information for purchases over the initial claim of \$200. The Standard Claim Form contains detailed instructions about how to fill it out.

Standard Claim Forms are available at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) or by calling 1-877-477-0960 or writing to the address below. Completed Claim Forms must be postmarked on or before **December 14, 2007**. This deadline might be extended. Read the instructions carefully, fill out the Standard Claim Form completely, and mail it postmarked on or before **December 14, 2007** to:

Settlement Claims Administrator  
Microsoft - Iowa Settlement  
P.O. Box 128  
Minneapolis, MN 55440-0128

Claims may be audited and persons, companies or governments that file false or fraudulent claims will be prosecuted to the full extent of the law.

If you acquired your software through a volume license program, you need to complete a Volume License Claim Form (see Questions 15-16 below). If you are an Iowa state or local government and did not acquire your software through a volume license program, you need to complete a State and Local Government Claim Form (see Questions 21-22 below).

#### **14. Can I make a claim on the Internet?**

Yes. If you are not a volume licensee and/or Iowa state or local government and your claim does not exceed \$200, you may also fill out and submit a claim form on-line at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) (click on "File a Claim On-line"). You do not need to provide any additional documents or proof about your software for your initial \$100 claim, as long as your on line claim is certified with a declaration under penalty of perjury. You may file on-line for up to another \$100 in claims (for a total claim not to exceed \$200) if you are able to provide the Product Identification Numbers for the Microsoft products over the initial claim of \$100. Your claim must be submitted on or before **December 14, 2007**. Instructions on how to locate your Product Identification Number(s) are available on the web site.

## **HOW TO GET VOLUME LICENSEE VOUCHERS – SUBMITTING A VOLUME LICENSE CLAIM FORM**

#### **15. What if I have a volume license claim for Microsoft software?**

A "volume license" is a license issued under Microsoft's "Open," "Select" or "Enterprise" license programs. If you acquired your software through a volume license program, you need to complete a Volume License Claim Form.

Class Members who are volume licensees may obtain Volume Licensee Vouchers. Consumer Cash Payments are not available to Class Members who are volume licensees.

NOTE: Volume licensees who are not Iowa state or local governments may submit claims for the software products listed above that were lawfully and indirectly acquired between May 18, 1994 and June 30, 2006, for use in Iowa, and not for resale. Iowa state and local governments that are volume licensees may submit claims for the software products listed above that were lawfully and indirectly acquired between **July 1, 2002 through June 30, 2006**, for use in Iowa, and not for resale.

## **16. How can I get Volume Licensee Vouchers?**

**To qualify for Volume Licensee Vouchers, you must fill out and submit a Volume Claim Form on time.** If your claim does not exceed \$200, you can complete and mail a Volume Claim Form, and you do not need to provide any additional documents or proof about your software, as long as your claim is certified with a declaration under penalty of perjury. If you have a claim for more than \$200 and your software was not acquired through a volume license program, you can also use a Volume Claim Form, but you will need to provide additional information for purchases over the initial claim of \$200.

Included on the Volume Claim Form are directions that explain the information needed to verify volume license claims. The directions also tell you how to find the necessary license information on-line using Microsoft's own volume license records. Microsoft's records may not be complete so you will also want to verify them with your own records, if possible. You may also require Microsoft to search its records for your volume license information by checking a box on your Volume Claim Form or by calling toll-free 1-877-477-0960 and pressing 9. Your claim for those licenses that were purchased for use in Iowa will be approved automatically without additional proof. You can obtain a password and other authorization information needed to access these on-line volume license records by calling the toll-free number.

Volume Claim Forms are available at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) or by calling 1-877-477-0960 and pressing 9 or writing to the address below. Completed Claim Forms must be postmarked on or before **December 14, 2007**. This deadline might be extended. Read the instructions carefully, fill out the Volume Claim Form completely, and mail it postmarked on or before **December 14, 2007** to:

Settlement Claims Administrator  
Microsoft - Iowa Settlement  
P.O. Box 1528  
Minneapolis, MN 55440-1528

Claims may be audited and persons, companies or governments that file false or fraudulent claims will be prosecuted to the full extent of the law.

## **17. When will I get the Volume Licensee Vouchers?**

Volume Licensee Vouchers will be mailed shortly after the Court grants "final approval" to the settlement and any appeals are resolved. Judge Rosenberg is scheduled to consider final approval at a hearing on **August 31, 2007** (see the section "The Court's Fairness Hearing" below).

## **18. How and when can I use Volume Licensee Vouchers?**

You can redeem your Volume Licensee Vouchers for cash by submitting proof of your purchase of qualifying products (see Question 19 below) either with your Claim Form or your voucher to the Settlement Claims Administrator. The Settlement Claims Administrator will send you a check for the amount you redeemed and keep track of any remaining value on the voucher for your use in making future purchases. Your voucher will explain the redemption procedure in more detail. Once the vouchers are issued to volume licensees and/or Iowa state or local governments, they can be used for up to four years after the effective date of the settlement, which is 60 days after the Court grants "final approval."

## **19. What can I buy with the Volume Licensee Vouchers?**

You can redeem your Volume Licensee Vouchers for all or part of the price you paid for any purchases you make after **April 25, 2007**, of the following computer products: Any desktop, laptop, or tablet computers made by any manufacturer for any operating system platform, or any of the following devices: printers, scanners, monitors, keyboards, or pointing devices (e.g. mouse, trackball). Qualifying software includes any

non-custom software offered by any software vendor for use on a desktop, laptop or tablet computer. **The qualifying computer hardware or software does not have to be a Microsoft product.**

Personal Digital Assistants (PDAs) or other handheld devices, computer servers, server software and custom software and any peripheral not listed above (cables, speakers, or other external device, etc.) and components (internal or external storage units, internal or external CD-Rom/DVD or other read/write devices, zip drives, tape backup or storage units, memory, video, or audio cards, motherboards, or CPUs, etc.) are excluded from the products to which Volume Licensee Vouchers may be applied. Class members whose total claim is \$950 or more must purchase a computer in order to use Volume Licensee Vouchers for printers, scanners, monitors, keyboards and pointing devices. More than one Volume Licensee Voucher can be used for a single purchase.

## **20. Can I transfer my Volume Licensee Vouchers to someone else?**

With some limitations, you are free to transfer, i.e., sell your Volume Licensee Vouchers, or give them away as a personal gift or charitable donation. You may transfer up to \$650 of Volume Licensee Vouchers to another person, business, or organization as long as the person, business, or organization intends to use the vouchers or products acquired with the vouchers for their own personal or business use. The Volume Licensee Vouchers may be transferred only once. A person, business, or organization may not redeem more than \$10,000 in transferred Volume Licensee Vouchers.

# **HOW TO GET VOLUME LICENSEE VOUCHERS – SUBMITTING A STATE AND LOCAL GOVERNMENT CLAIM FORM**

## **21. What if I am an Iowa state or local government that did not purchase its software through a volume license program?**

Class Members who are Iowa state or local governments and did not purchase its software through a volume license program need to complete a State and Local Government Claim Form. These Class Members may obtain Volume Licensee Vouchers (see Questions 17-20 for description). Consumer Cash Payments are not available to Iowa state or local governments.

Iowa state and local governments may submit claims for each copy of software products listed above that were lawfully and indirectly acquired between **July 1, 2002 through June 30, 2006**, for use in Iowa, and not for resale.

## **22. How can I, as an Iowa state or local government that did not purchase its software through a volume license program, get Volume Licensee Vouchers?**

**To qualify for Volume Licensee Vouchers, you must fill out and submit a State and Local Government Claim Form on time.** If your claim does not exceed \$200, you can complete and mail a State and Local Government Claim Form, and you do not need to provide any additional documents or proof about your software as long as your claim is certified with a declaration under penalty of perjury. If you have more than \$200 in claims and your software was not acquired through a volume license program, you can also use a State and Local Government Claim Form, but you will need to provide additional information for purchases over the initial claim of \$200. The State and Local Government Claim Form contains detailed instructions about how to fill it out.

State and Local Government Claim Forms are available at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) or by calling 1-877-477-0960 or writing to the address below. Completed Claim Forms must be postmarked on or before



**December 14, 2007.** This deadline might be extended. Read the instructions carefully, fill out the State and Local Government Claim Form completely, and mail it postmarked on or before **December 14, 2007** to:

Settlement Claims Administrator  
Microsoft - Iowa Settlement  
P.O. Box 128  
Minneapolis, MN 55440-0128

Claims may be audited and persons, companies or governments that file false or fraudulent claims will be prosecuted to the full extent of the law.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a Consumer Cash Payment or Volume Licensee Vouchers from this settlement, but you want to keep the right to sue or continue to sue Microsoft, over legal issues in this case, you must ask to be excluded from – or “opt out” of – the Class.

### **23. What happens if I exclude myself from the settlement?**

If you ask to be excluded, you will not get a Consumer Cash Payment or Volume Licensee Vouchers and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. Excluding yourself is the only way to keep any right to sue Microsoft, or continue as a Class Member in any other class action against Microsoft, for the claims that this settlement resolves.

If you exclude yourself, do not submit a Claim Form to ask for a Consumer Cash Payment or Volume Licensee Vouchers. If you submit a Claim Form, or do nothing, you will agree to “release and discharge” Microsoft as described above in Question 11, and you will be releasing Microsoft of all claims described below with respect to Microsoft’s conduct, acts, or omissions that occurred up to June 30, 2006.

### **24. If I do not exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Microsoft for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit, or to be part of any different lawsuit relating to these claims.

### **25. How do I ask to be excluded?**

To ask to be excluded from the settlement, you must send a letter by mail saying that you want to be excluded from *Comes v. Microsoft Corp.*, (No. CL82311). Be sure to include your name, address, telephone number and signature. You must mail your exclusion request so that it is postmarked on or before **July 30, 2007** to:

Settlement Claims Administrator  
Microsoft - Iowa Settlement  
P.O. Box 128  
Minneapolis, MN 55440-0128

You cannot ask to be excluded on the phone or on the web site.

# LAWYERS REPRESENTING YOU

## 26. Do I have a lawyer in this case?

The Court appointed Roxanne B. Conlin of Roxanne Conlin and Associates, PC of Des Moines, Iowa and Richard M. Hagstrom of Zelle, Hofmann, Voelbel, Mason & Gette, LLP of Minneapolis, Minnesota, to represent you and other Class Members as “Lead Counsel.” The Court decided that they and other law firms working with them as “Class Counsel” are qualified to represent you. You do not have to pay Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 27. How will the lawyers be paid?

Class Counsel will seek an award of \$75 million in attorneys’ fees and reasonable expenses. The Court will evaluate Class Counsel’s request and award those fees and expenses it concludes are reasonable. Microsoft will pay the fees and expenses that the Court awards. Class Counsel will also request that each of the Class Representatives be awarded \$10,000 for their time and effort. The amount paid to Class Counsel and Class Representatives will not reduce the number or value of the Consumer Cash Payments or Volume Licensee Vouchers distributed to Class Members. Microsoft will also pay reasonable costs and expenses to administer the settlement.

# OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

## 28. How do I tell the Court that I don’t like the settlement?

If you are a Class Member and you do not exclude yourself, you can object to the settlement if you do not like any part of it, including the amount of attorneys’ fees and expenses. You should give reasons why you think the Court should not approve it. The Court will consider your views along with any legal support you provide. To object, you must send a letter saying that you object to the settlement in *Comes v. Microsoft Corp.*, (No. CL82311). Be sure to include your name, address, telephone number, your signature, and the reasons why you object to the settlement. The objection must be mailed to Class Counsel and Defense Counsel so that it is received by **July 30, 2007**, and filed by that same date with the Clerk of Court. Note: you may mail it to the Court, but it must be received by the Court and filed by that date.

| COURT  | CLASS COUNSEL   | DEFENSE COUNSEL  |
|--|---|--|
| Clerk of Court<br>Attn: CL82311<br>Polk County Courthouse<br>500 Mulberry Street<br>Des Moines, IA 55487 | Roxanne B. Conlin<br>Roxanne Conlin & Associates<br>319 7 <sup>th</sup> Street, Suite 600<br>Des Moines, IA 50309 | David B. Tulchin<br>Sullivan & Cromwell LLP<br>125 Broad Street<br>New York, NY 10004-2498 |

## 29. What’s the difference between objecting and excluding?

Objecting is simply telling the Court what you do not like about the settlement. You can object only if you stay in the Class. Requesting exclusion is telling the Court that you do not want to be part of the Class (see Question 23). If you ask to be excluded, you have no basis to object because this case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

### 30. When and where will the Court decide whether to grant final approval of the settlement?

The Court has scheduled a hearing at 9:00 a.m. on **August 31, 2007**, at the Polk County Courthouse, 500 Mulberry Street, Des Moines, Iowa 55487. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Rosenberg will listen to the people who have asked to speak at the hearing. The Court may also decide how much to pay the lawyers. After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date without additional notice, so it is a good idea to check [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) for updated information.

### 31. May I speak at the hearing?

You are welcome to come to the hearing at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you send in your written objection so that it arrives on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the three addresses listed in Question 28 saying that it is your "Notice of Intention to Appear in *Comes v. Microsoft Corp.*, (No. CL82311)." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than **July 30, 2007**. You cannot speak at the hearing if you exclude yourself.

## WHAT HAPPENS IF I DO NOTHING?

### 32. What happens if I do nothing?

If you do nothing, you will not get a Consumer Cash Payment or Volume Licensee Vouchers from this settlement. Also, unless you ask to be excluded, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Microsoft, concerning the claims which this settlement resolves.

## GETTING MORE INFORMATION

### 33. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement that can be reviewed at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) or by calling the toll-free number 1-877-477-0960. You may also write with questions to Microsoft-Iowa Settlement, P.O. Box 128, Minneapolis, MN 55440-0128.

You can get a Claim Form at [www.IowaMicrosoftCase.com](http://www.IowaMicrosoftCase.com) or by calling the toll-free number. Microsoft employees cannot answer questions about this settlement.

## RELEASE OF CLAIMS

Unless you ask to be excluded from the settlement (see Questions 23-25 above), when the settlement becomes final – even if you do not claim a Consumer Cash Payment or Volume Licensee Vouchers – you will be releasing Microsoft from liability for all claims identified in the Settlement Agreement and you will be bound by that release which means you give up the right to sue Microsoft for the claims that this settlement resolves. The release in full states:

“Upon Final Approval, each member of the Iowa Class hereby expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against Microsoft and/or its directors, officers, employees, attorneys, insurers or agents, whether known or unknown, asserted or unasserted, that any member of the Iowa Class ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the case listed on Appendix A and which arise from or relate to the purchase, use and/or acquisition of a license for a Microsoft Operating System and/or Microsoft Application and where the claims, demands, actions, suits or causes of action concern or relate to any of the following: (a) antitrust (including without limitation the Sherman Antitrust Act, 15 U.S.C. §§ 1 *et seq.*, and the Iowa Antitrust Law, Iowa Competition Law, Chapter 553, Code of Iowa, 1997), (b) unfair competition, (c) unfair practices, (d) price discrimination, (e) trade regulation, (f) trade practices, and/or (g) other federal or state law, regulation or common law similar or analogous to any of the above. This Release does not include (a) claims relating to the acquisition or licensing of Microsoft Operating System or Microsoft Application software for use outside of Iowa, (b) claims arising from purchases directly from Microsoft Corporation of licenses for Microsoft Operating System or Microsoft Applications software or (c) claims by competitors of Microsoft in their capacity as competitors. This Release does not include claims relating to Microsoft’s conduct, acts or omissions that take place after June 30, 2006. However, class members hereby release any and all claims described above relating to Microsoft’s conduct, acts or omissions that occurred on or prior to June 30, 2006.

In addition, . . . each member of the Iowa Class hereby expressly and irrevocably waives and fully, finally and forever settles and releases, upon Final Approval, any and all defenses, rights and benefits that the class member may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release [set forth above].”