

APPENDIX A

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Preclusive effect should be given to the following statement of liability rulings made by the D.C. Circuit. The introductory sentence is taken *verbatim* from the Fourth Circuit opinion, *In re Microsoft Corp. Antitrust Litigation*, 355 F.3d 322, 328 (4th Cir. 2004). The descriptions of individual types of illegal conduct are taken *verbatim* (except for citations and quotation marks) from Microsoft's Memorandum in Opposition to Burst's Motion to Apply Collateral Estoppel to 311 Findings of Fact and 15 Excerpts from the D.C. Circuit's Opinion in the Government Case, at 5-6 (July 1, 2004).

Microsoft illegally maintained a monopoly in the market of licensing of all Intel-compatible PC operating systems worldwide through 12 specified acts of anticompetitive conduct:

1. Microsoft's Windows license agreements improperly prohibited computer manufacturers ("OEMs") from removing visible means of user access to Internet Explorer (*i.e.*, desktop icons, folders and "Start" menu entries);
2. Microsoft's Windows license agreements improperly prohibited OEMs from modifying the initial Windows boot sequence to promote the services of Internet Access Providers ("IAPs");
3. Microsoft's Windows license agreements improperly prohibited OEMs from promoting rival Web browsing software by adding to the Windows desktop icons or folders different in size or shape from those supplied by Microsoft;
4. Microsoft's Windows license agreements improperly prohibited OEMs from using the "Active Desktop" feature of Windows 98 to promote rival Web browsing software;
5. Microsoft improperly excluded Internet Explorer from the "Add/Remove Programs" utility in Windows 98;
6. Microsoft improperly commingled browsing and non-browsing code in the same files in Windows 98;
7. Microsoft improperly agreed to provide easy access to IAPs' services from the Windows desktop in return for the IAPs' agreement to promote

Internet Explorer exclusively and to keep shipments of internet access software using Navigator under a specific percentage;

8. Microsoft improperly agreed to provide preferential support to certain software developers in return for their agreement to use (i) [Internet Explorer] as the default Web browsing software for any software they developed with a hypertext-based user interface and (ii) Microsoft's "HTML Help" to implement their applications' help system;

9. Microsoft improperly agreed to release new versions of Office for the Apple Macintosh in return for Apple's agreement to preinstall Internet Explorer and make it the default Web browsing software on new Macintosh computers;

10. Microsoft improperly agreed to give certain software developers preferential access to Windows technical information in return for their agreement to use Microsoft's Java Virtual Machine ("JVM") as the default JVM for their software;

11. Microsoft improperly deceived software developers regarding the "Windows-specific nature" of Microsoft's Java developer tools; and

12. Microsoft improperly pressured Intel to not support cross-platform Java by threatening to support technology developed by one of Intel's competitors.