

RELEASE OF CLAIMS

[PARAGRAPH III A. OF SETTLEMENT AGREEMENT]

In accepting a portion of the Settlement Benefits, each government entity is agreeing to the terms of the Settlement Agreement, including the Release in Section III, which is a material term of the Agreement. The Release provides:

Upon Final Approval, each Settlement Class member, on behalf of itself and its departments, subdivisions, agencies and other subsidiary organizations that are part of the Settlement Class member or operate under its authority, hereby expressly and irrevocably waives and fully, finally and forever settles and releases any and all claims, whether legal, equitable, injunctive, or regulatory, for damages, fines, penalties, restitution, disgorgement or any other relief from or against Microsoft, and/or its directors, officers, employees, attorneys, insurers or agents, whether such claims are known or unknown, asserted or unasserted, that any member of the Settlement 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 that is the subject matter of the Complaint filed in the Lawsuit 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 A.R.S. §§ 44-1401 *et seq.*), (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 claims relating to the acquisition or licensing of Microsoft Operating System or Microsoft Application software for use outside of Arizona. This Release does not include claims relating to Microsoft's conduct, acts or omissions that take place after December 31, 2008. However, this release does include any and all claims referenced above relating to Microsoft's conduct, acts or omissions that occurred on or prior to December 31, 2008 and should be construed broadly to the maximum extent permitted by law.