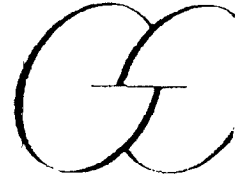




GO Corporation



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February 10, 1989

Mr. Jeff Raikes
Microsoft Corporation
16011 NE 36th Way
Box 97017
Redmond, WA 98073-9717

Dear Jeff:

This letter documents a joint project between Microsoft Corporation of Redmond, WA and GO Corporation of Foster City, CA.

Assumptions:

- * Microsoft is interested in exploring potential business opportunities relating to the GO notebook computer. Potential projects include native applications, adaptations of desktop-based Microsoft products, and insuring smooth exchange of data between notebook and desktop applications.
- * GO is seeking strategic partners to develop applications for GO's notebook computer.

Goals:

- * Establish a working relationship in which technical, marketing and strategic information may be shared between GO and Microsoft for mutual benefit.
- * Support Microsoft's explorations of potential opportunities relating to the GO notebook computer.
- * Support GO's corporate and product development efforts to establish its notebook computer.

Project Definition:

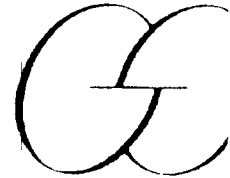
Microsoft will assign a minimum of one half-time person to work with GO to identify projects of potential interest to Microsoft.

GO will provide temporary office space, access to proprietary design documentation and related information, and technical cooperation to the assigned Microsoft project representative(s).



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GO will attempt to incorporate design elements and system services into the notebook computer that complement and support Microsoft's efforts.

The project will result in a jointly authored report describing the results of the investigation. This report will be jointly owned, and will be held in confidence by both organizations.

Term:

The project will extend for a period of 3 months beginning February, 15 1989, and may be extended by mutual agreement.

Confidentiality:

In the course of this project, each party may at their sole discretion provide the other party with access to proprietary, trade secret and confidential information ("Information") including, but not limited to, design documents, program code, draft documentation, and market research, as required to further the project.

Each party agrees to treat the other's Information with the same care with which they treat their own.

To protect each party's Information each party agrees:

1. To use Information only for the purpose of furthering this joint project.
2. To hold in confidence and not use or disclose the other's Information except to the extent they can document that it (a) is in the public domain, (b) was known to them prior to disclosure (c) was properly disclosed to them by another person without restriction.
3. To label written Information as confidential, and to follow up oral disclosures of Information with a written confirmation of the disclosure describing the Information within 30 days following oral disclosure.
4. That no copies of Information are to be made without the express written consent of the other party.

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GO Corporation



211 West 10th Street
Seattle, WA 98101
206 465 7400
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5. To return all tangible forms of Information received from the other upon written request.

6. To promptly notify the other party of any unauthorized release of the other's Information.

The participation of Microsoft and GO staff in joint design and implementation efforts will not create an interest or ownership on behalf of either party in the other's proprietary, confidential, or trade secret information.

Agreed:

Handwritten signature of Robert Carr in black ink.

Robert Carr
Vice President of Software

Date: 2/13/89

Agreed:

Handwritten signature of Jeff Raikes in black ink.

Jeff Raikes

Date:

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