

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3063111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GUR KIMCHI	02/12/2009
DANYEL AHARON FISHER	04/10/2013
BONGSHIN LEE	04/10/2013
JAKOB PETER NIELSEN	04/15/2013
ROLAND L. FERNANDEZ	04/10/2013
BRIAN L. WELCKER	07/15/1996
JASON J. WEBER	09/22/1997
AHMED K. KAMAL	04/17/2013
BENJAMIN E. RAMPSON	11/08/2004
WILLIAM G. MOREIN	04/11/2013
B. SCOTT RUBLE	04/10/2013
GEORGE G. ROBERTSON	06/01/1996
MORTEN HOLM-PETERSEN	04/10/2013
CHRISTIAN BERND SCHORMANN	04/10/2013
BARRY JAMES GIVENS	06/17/1996
JOSHUA W. LEE	10/16/2000
MICHAEL V. EHRENBERG	10/01/2003
STELLA YICK CHAN	06/16/2003
MURALI R. KRISHNAN	05/17/1993
CHRISTIAN OLAF ABELN	10/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MICROSOFT CORPORATION
<b>Street Address:</b>	ONE MICROSOFT WAY
<b>City:</b>	REDMOND
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98052-6399
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12147815

**CORRESPONDENCE DATA****Fax Number:** (509)323-8979*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 5093249256**Email:** cherri@leehayes.com**Correspondent Name:** LEE AND HAYES, PLLC**Address Line 1:** 601 W RIVERSIDE**Address Line 2:** SUITE 1400**Address Line 4:** SPOKANE, WASHINGTON 99201

<b>ATTORNEY DOCKET NUMBER:</b>	MS1-4307US
<b>NAME OF SUBMITTER:</b>	CHERRI A. SIMON
<b>SIGNATURE:</b>	/Cherri A. Simon/
<b>DATE SIGNED:</b>	10/13/2014

**Total Attachments: 72**

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PATENT ASSIGNMENTMS Docket No. M5324085.01  
OC Docket No. M5FTP2277US


WE, GUR KIMCHI, DANYEL AHARON FISHER, BRIAN L. WELCKER, JASON J. WEBER, AHMED K. KAMAL, BENJAMIN EDWARD RAMPSON, WILLIAM GUTHRIE MOREIN, MORTEN HOLM-PETERSON, BONGSHIN LEE, GEORGE G. ROBERTSON, CHRISTIAN BERND SCHORMANN, BARRY JAMES GIVENS, JOSHUA W. LEE, B. SCOTT RUBLE, JAKOB PETER NIELSEN, MICHAEL V. EHRENBERG, STELLA YICK CHAN, MURALI R. KRISHNAN, CHRISTIAN OLAF ABELN AND ROLAND L. FERNANDEZ ("ASSIGNORS"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:

- ☐ will be filed without this executed PATENT ASSIGNMENT. ASSIGNORS hereby authorize, and request, ASSIGNEE'S legal representatives, of Amin, Turocy & Calvin, LLP, 127 Public Square, 57<sup>th</sup> Floor, Key Tower, Cleveland, Ohio 44114, who are associated with customer number 27195, to insert here in parenthesis (Application No. \_\_\_\_\_, filed \_\_\_\_\_) this APPLICATION's Application No. and filing date, when known;
- ☒ was filed on 6-27-2008 and was given Application No. 12/147,815;
- ☐ is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived therefrom, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

For good and valuable consideration, the receipt of which is hereby acknowledged by the ASSIGNORS, the ASSIGNORS hereby sell, assign and transfer to the ASSIGNEE, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and APPLICATION DERIVATIVES);

ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived therefrom, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

 Inventor's Signature	<u>Feb 12, 2009</u> Date
GUR KIMCHI Printed Name in English	<u>גור קימחי</u> Printed Name in Native Language (if other than English)

**PATENT ASSIGNMENT**MS Docket No. **MS324085.01**  
OC Docket No. **MSFTP2277US**

_____ Inventor's Signature	_____ Date
<u>DANYEL AHARON FISHER</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>BRIAN L. WELCKER</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>JASON J. WEBER</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>AHMED K. KAMAL</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

PATENT ASSIGNMENTMS Docket No. MS324085.01  
OC Docket No. MSFTP2277US

_____ Inventor's Signature	_____ Date
<u>BENJAMIN EDWARD RAMPSON</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>WILLIAM GUTHRIE MOREIN</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>MORTEN HOLM-PETERSON</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>BONGSHIN LEE</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

**PATENT ASSIGNMENT**MS Docket No. MS324085.01  
OC Docket No. MSFTP2277U5

_____ Inventor's Signature	_____ Date
<u>GEORGE G. ROBERTSON</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>CHRISTIAN BERND SCHORMANN</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>BARRY JAMES GIVENS</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>JOSHUA W. LEE</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

PATENT ASSIGNMENTMS Docket No. MS324085.01  
OC Docket No. MSFTP2277US

_____ Inventor's Signature	_____ Date
<u>B. SCOTT RUBLE</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>JAKOB PETER NIELSEN</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>MICHAEL V. EHRENBURG</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>STELLA YICK CHAN</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)



**PATENT ASSIGNMENT**MS Docket No. MS324085.01  
OC Docket No. MSFTP2277US

_____ Inventor's Signature	_____ Date
_____ MURALI R. KRISHNAN Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ CHRISTIAN OLAF ABELN Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ ROLAND L. FERNANDEZ Printed Name in English	_____ Printed Name in Native Language (if other than English)

I/WE, Gur Kimchi, Danyel Aharon Fisher, Brian L. Welcker, Jason J. Weber, Scott Robert Currie, Ahmed K. Kamal, Richard J. McAniff, Benjamin Edward Rampson, William Guthrie Morein, Morten Holm-Peterson, Bongshin Lee, George G. Robertson, Christian Bernd Schormann, Barry James Givens, Joshua W. Lee, B. Scott Ruble, Jakob Peter Nielsen, Michael V. Ehrenberg, Stella Yick Chan, Murali A. Krishnan, Christian Olaf Abeln and Roland L. Fernandez ("ASSIGNOR"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:


- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of the Law and Corporate Affairs Department, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, who are associated with customer number 27195, to insert here in parenthesis (Application No. 12/147815 filed 06/27/2008 ) this APPLICATION's Application No. and filing date, when known;
- ☐ was filed on Filing Date and was given Application No.\_\_\_\_\_.
- ☐ Is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived there from, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

For good and valuable consideration, the receipt of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers to the ASSIGNEE, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and APPLICATION DERIVATIVES);

ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived there from, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

_____ Inventor's Signature	_____ Date
_____ Cur Kimchi	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

 _____ Inventor's Signature	_____ 4/10/2013 Date
_____ Danyel Aharon Fisher	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Brian L. Welcker	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Jason J. Weber	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Scott Robert Currie	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Ahmed K. Kamal	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____
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**PATENT ASSIGNMENT**

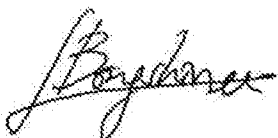
MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
_____ Richard J. McAniff Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ Benjamin Edward Rampson Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ William Guthrie Morein Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ Morten Holm-Peterson Printed Name in English	_____ Printed Name in Native Language (if other than English)

	4/10/2013
Inventor's Signature	Date
Bongshin Lee	이봉신
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
George G. Robertson	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Christian Bernd Schormann	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date


**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

<u>Barry James Givens</u> Printed Name in English	 Printed Name in Native Language (if other than English)
--	--

 Inventor's Signature	 Date
<u>Joshua W. Lee</u> Printed Name in English	 Printed Name in Native Language (if other than English)

 Inventor's Signature	 Date
<u>B. Scott Ruble</u> Printed Name in English	 Printed Name in Native Language (if other than English)

 Inventor's Signature	<u>4/15/2013</u> Date
<u>Jakob Peter Nielsen</u> Printed Name in English	 Printed Name in Native Language (if other than English)
 Inventor's Signature	 Date

**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

Inventor's Signature	Date
<u>Michael V. Ehrenberg</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Stella Yick Chan</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)


Inventor's Signature	Date
<u>Murali A. Krishnan</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Christian Olaf Abeln</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)



**PATENT ASSIGNMENT**

MS Docket No.: 324085.0

	4/10/2013
Inventor's Signature	Date
Roland L. Fernandez	
Printed Name in English	Printed Name in Native Language (if other than English)

**MICROSOFT CORPORATION  
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. General. As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. **Term of Employment.** I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. **Return of Materials.** At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. **Non-Competition.** For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. **Non-Solicitation.** While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. **Reimbursement.** I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. **Personal Property.** I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. **Equitable Relief.** I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. **Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

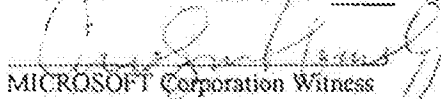
16. **Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 15<sup>TH</sup> day of JULY, 1996

  
Signature

BRIAN WELCKER  
Name (Print)

Inventions listed on attached: Yes ☒ No

  
MICROSOFT Corporation Witness

**MICROSOFT CORPORATION  
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. General. As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. **Term of Employment.** I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. **Return of Materials.** At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. **Non-Competition.** For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. **Non-Solicitation.** While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. **Reimbursement.** I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. **Personal Property.** I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. **Equitable Relief.** I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. **Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. **Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 22 day of September, 1997.

Signature

Name (Print)

Inventions listed on attached: Yes No

MICROSOFT Corporation Witness

Part No. 098-63675  
05/27/94 LE912730-019

PATENT ASSIGNMENT

MS Docket No.: 324085.01

I/WE, Gur Kimchi, Danyel Aharon Fisher, Brian L. Welcker, Jason J. Weber, Scott Robert Currie, Ahmed K. Kamal, Richard J. McAniff, Benjamin Edward Rampson, William Guthrie Morein, Morten Holm-Peterson, Bongshin Lee, George G. Robertson, Christian Bernd Schormann, Barry James Givens, Joshua W. Lee, B. Scott Ruble, Jakob Peter Nielsen, Michael V. Ehrenberg, Stella Yick Chan, Murali A. Krishnan, Christian Olaf Abeln and Roland L. Fernandez ("ASSIGNOR"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:

- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of the Law and Corporate Affairs Department, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, who are associated with customer number 27195, to insert here in parenthesis (Application No. 12/147815 filed 06/27/2008 ) this APPLICATION's Application No. and filing date, when known;
- ☐ was filed on Filing Date and was given Application No. \_\_\_\_\_.
- ☐ is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived there from, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

For good and valuable consideration, the receipt of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers to the ASSIGNEE, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and APPLICATION DERIVATIVES);

ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived there from, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

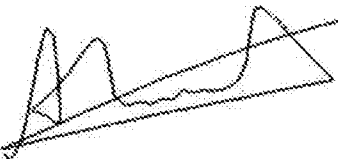
_____ Inventor's Signature	_____ Date
Gur Kimchi _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Danyel Aharon Fisher _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Brian L. Welcker _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Jason J. Weber</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Scott Robert Currie</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

 _____ Inventor's Signature	<u>4/17/2013</u> _____ Date
<u>Ahmed K. Kamal</u> Printed Name in English	<u>أحمد كمال</u> _____ Printed Name in Native Language (if other than English)



**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

\_\_\_\_\_  
other than English)

_____ Inventor's Signature	_____ Date
Richard J. McAniff _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Benjamin Edward Rampson _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
William Guthrie Morein _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
-------------------------------	---------------

PATENT ASSIGNMENT

MS Docket No.: 324085.01

Morten Holm-Peterson

Printed Name in English

Printed Name in Native Language (if other than English)

Inventor's Signature

Date \_\_\_\_\_

Bongshin Lee

Printed Name in English

Printed Name in Native Language (if other than English)

Inventor's Signature

Date \_\_\_\_\_

George G. Robertson

Printed Name in English

Printed Name in Native Language (if other than English)

Inventor's Signature

Date \_\_\_\_\_

Christian Bernd Schormann

Printed Name in English

Printed Name in Native Language (if other than English)

PATENT ASSIGNMENT

MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
<u>Barry James Givens</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Joshua W. Lee</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>B. Scott Ruble</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Jakob Peter Nielsen</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
Michael V. Ehrenberg _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Stella Yick Chan _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Murali A. Krishnan _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Christian Olaf Abeln _____ Printed Name in English	_____ Printed Name in Native Language (if

PATENT ASSIGNMENT

MS Docket No.: 324085.01

other than English)

Inventor's Signature	Date
Roland L. Fernandez	
Printed Name in English	Printed Name in Native Language (if other than English)

## Microsoft Corporation Employee Agreement ("Agreement")

As a condition of my employment with MICROSOFT CORPORATION ("MICROSOFT"), a Washington corporation, and in consideration of the compensation now and hereafter paid to me, I agree as follows:

**1. Best Efforts/Moonlighting/Conflicting Interest.** I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of MICROSOFT. I understand that my duties include complying with MICROSOFT's policies as published in the MICROSOFT Employee Handbook and as amended from time to time in MICROSOFT's sole discretion, including without limitation MICROSOFT's policies regarding disclosure of and approval of work outside MICROSOFT ("moonlighting" activities). During my employment, I will not engage in any activity or investment that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. An investment of less than 1% of the shares of a company traded on a registered stock exchange is not a violation of this paragraph, so long as my investment activity is consistent with MICROSOFT's policies.

**2. Employment Terminable At Will, With or Without Cause.** I acknowledge and agree that my employment with MICROSOFT is not for any specific or minimum term, that its continuation is subject to MICROSOFT's and my mutual consent, and that it is terminable at will, meaning that either MICROSOFT or I will be free to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement. I am not entitled to rely and I shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of MICROSOFT or its employees or agents. Any such future contrary representations will not modify this Agreement or my at-will status. Notwithstanding the foregoing and paragraph 15 below, my at-will status may be modified only by a formal written "Employment Contract" signed by me and by an officer of MICROSOFT and containing language expressly stating MICROSOFT's agreement to modify the terms of this Agreement and my at-will status.

**3. Non-Disclosure.** During my employment and at all times thereafter, I will neither disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT (a) any confidential or proprietary information or trade secrets of MICROSOFT or its subsidiaries or (b) any information received by MICROSOFT or its subsidiaries from others that the recipient is obligated to treat as confidential or proprietary. In addition, I will not disclose confidential or proprietary information or trade secrets to other MICROSOFT employees except on a "need-to-know" basis. For purposes of this paragraph and paragraphs 9 and 10, "confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of MICROSOFT or its subsidiaries or any third party doing business with or providing information to MICROSOFT or its subsidiaries, including without limitation information about actual or prospective customers, suppliers and business partners; non-public information about employees, such as contact information, job duties or descriptions, compensation and performance; business, sales, marketing, technical, financial and legal plans, proposals and projections; and concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, technologies, features of technologies, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, I will consult my manager. I agree that MICROSOFT's subsidiaries are intended third-party beneficiaries of this paragraph and paragraph 10. I also agree to cooperate with MICROSOFT in its efforts to ascertain and assure my compliance with this paragraph and paragraph 10, even after my employment with MICROSOFT ends.

**4. Copyrights.** I acknowledge and agree that any and all copyrightable works prepared by me within the scope of my employment by MICROSOFT will be works made for hire, that MICROSOFT will own all rights under copyright in and to such works, and that MICROSOFT will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by me within the scope of my employment by MICROSOFT to be a work made for hire owned by MICROSOFT, I hereby irrevocably assign to MICROSOFT all rights, title and interest in and to such work.

**5. New Inventions.** I will promptly and fully disclose to MICROSOFT any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively "Inventions") that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my employment with MICROSOFT. Subject to the NOTICE below, I agree to grant and I hereby grant, transfer and assign to MICROSOFT all my rights, title and interest in and to such Inventions. I waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to MICROSOFT.

**NOTICE:** My obligation to assign shall not apply to any Invention that:

- a) was developed entirely on my own time without using any equipment, supplies, facilities, or trade secret information of MICROSOFT;
- b) does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- c) does not result from any work performed by me for MICROSOFT.

I will assign and do hereby assign to MICROSOFT or its designee all my rights, title and interest in and to any and all Inventions full title to which may be required to lie in the United States government by law or by any contract between MICROSOFT and the United States government or any of its agencies. In addition to the rights provided to MICROSOFT under paragraph 6 below, as to any Invention complying with 5(a)-(c) above that results in any product, service or development with potential commercial application, MICROSOFT shall be given the right of first refusal to obtain exclusive rights to the Invention and such product, service or development.

**6. Excluded and Licensed Inventions.** I have attached a list describing all Inventions that I am currently developing and all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased MICROSOFT product, service, program, process, machine, development or work in progress, or if I permit MICROSOFT to use or incorporate such an Invention, MICROSOFT is hereby granted and shall have an irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, use and sell that Invention without restriction and the right to sublicense those rights to others. This license shall be exclusive, subject to any preexisting non-exclusive licenses or other pre-existing rights not subject to my control.

**7. Documentation of Intellectual Property Rights.** I agree to execute, acknowledge, verify and deliver to MICROSOFT, or cause the same to be accomplished, any and all further documents (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that MICROSOFT may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. My obligations under this paragraph 7 will apply both during and indefinitely after the term of employment. If for any reason whatsoever I fail to execute, acknowledge,

verify or deliver any such document reasonably requested by MICROSOFT, I hereby irrevocably appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by me. In furtherance of this Agreement, I will testify at MICROSOFT's request and expense in any legal proceeding arising during or after my employment.

**8. Prior Employers and Obligations.** I represent and warrant that my employment with MICROSOFT will not violate any contractual or other obligations I have. I will neither use during my employment with MICROSOFT nor disclose to MICROSOFT any trade secrets or information that I am required to keep confidential relating to my former employers, principals, partners, co-venturers, clients, customers or suppliers, and I will not bring onto MICROSOFT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor all non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to MICROSOFT all such agreements that may bear on my employment with MICROSOFT.

**9. Ownership and Return of Materials.** I acknowledge and agree that I will have no ownership or privacy interest in materials, data or information stored on or transmitted using MICROSOFT-owned or MICROSOFT-leased property or equipment, all of which shall be subject to access by MICROSOFT at any time without notice. When my employment by MICROSOFT ends, I will immediately return to MICROSOFT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs and tapes created during or related to my employment with MICROSOFT, as well as any other material in any form or media containing any confidential or proprietary information or trade secrets. I will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to MICROSOFT.

**10. Non-Competition and Non-Solicitation.** While employed at MICROSOFT and for a period of one year thereafter, I will not (a) engage in any competitive activities or accept employment by or agree to provide services to any person or entity that engages in competitive activities ("competitive activities" meaning the development, production or provision of any product, service, technology, product feature or project that is or is intended to be competitive with one or more products, services, technologies, product features or projects, including actual or demonstrably anticipated research or development, on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at MICROSOFT or a MICROSOFT subsidiary) or (b) encourage, induce, attempt to induce, or assist another to induce or attempt to induce any person employed by MICROSOFT or by one of MICROSOFT's subsidiaries to terminate his or her employment with MICROSOFT or its subsidiary or to work for any entity other than MICROSOFT or its subsidiary. Further, for a period of one year after the termination of my employment with MICROSOFT, I agree that I will not render services to any client or customer of MICROSOFT for which I performed services during the twelve months prior to leaving MICROSOFT's employ. If during or after my employment with MICROSOFT I seek work elsewhere, whether as an employee, consultant or in any other capacity, I will provide a copy of this Agreement to all persons and entities by whom I am seeking to be hired or with whom I am seeking to do business before accepting any employment or engagement by them. I agree that the restrictions in this paragraph are reasonable in light of, among other things, the global and highly competitive markets in which MICROSOFT and its subsidiaries operate.

**11. Reimbursement.** I hereby authorize MICROSOFT, at any time during my employment or following my termination, to withhold from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements, and ESPP refunds) any and all monies due from me to MICROSOFT (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by MICROSOFT, amounts received by me due to MICROSOFT's error, unpaid credit or phone card charges, and any debt I owe MICROSOFT for any reason, including without limitation misuse or misappropriation of company assets). Further, I agree that MICROSOFT may condition the exercise of any stock options I may receive by requiring me to (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to MICROSOFT and (b) remit such cash to MICROSOFT. At the termination of my employment with MICROSOFT or at any other time upon reasonable notice, I agree to execute whatever documentation may be necessary to authorize MICROSOFT to make the withholdings described in this paragraph.



**12. Personal Property.** I agree that MICROSOFT is not responsible for loss of or damage to my personal property on MICROSOFT premises or, if applicable, on residential premises subsidized by MICROSOFT (including without limitation apartments or temporary housing). I will hold MICROSOFT harmless from any and all claims relating to such personal property.

**13. Equitable Relief.** I acknowledge that any violation of paragraphs 1, 3, 4, 5, 6, 7, 9, or 10 of this Agreement by me will cause irreparable injury to MICROSOFT and shall entitle MICROSOFT to equitable relief by a court, including without limitation temporary restraining orders and preliminary and permanent injunctions, which may extend any previously agreed period of restraint.

**14. Non-Waiver and Attorneys' Fees.** Waiver by either me or MICROSOFT of strict performance of any provision of this Agreement, whether on one or more than one occasion, shall neither constitute a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including without limitation reasonable attorneys' fees.

**15. General.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. If any provision of this Agreement is deemed to be excessively broad, that provision shall be narrowed to the extent necessary to make it enforceable and then enforced to the maximum extent permissible by law. If any provision of this Agreement is determined to be void and cannot be saved by a narrowing construction, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. This Agreement sets forth the entire agreement of MICROSOFT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and by an officer of MICROSOFT. Paragraph headings appear as an aid to the reader and shall not be construed to limit any provision of this Agreement. The terms and conditions of this Agreement shall survive termination of my employment. I understand that this Agreement is important, and I have had adequate time to read it before signing.

**I HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT. BY SIGNING BELOW, I AGREE TO BE BOUND BY ALL OF ITS TERMS.**

Your electronic signature is: Benjamin E Rampson  
You submitted this document on Mon, 08 Nov 2004 02:48:29 GMT.

I/WE, Gur Kimchi, Danyel Aharon Fisher, Brian L. Welcker, Jason J. Weber, Scott Robert Currie, Ahmed K. Kamal, Richard J. McAniff, Benjamin Edward Rampson, William Guthrie Morein, Morten Holm-Peterson, Bongshin Lee, George G. Robertson, Christian Bernd Schormann, Barry James Givens, Joshua W. Lee, B. Scott Ruble, Jakob Peter Nielsen, Michael V. Ehrenberg, Stella Yick Chan, Murali A. Krishnan, Christian Olaf Abeln and Roland L. Fernandez ("ASSIGNOR"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:

- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of the Law and Corporate Affairs Department, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, who are associated with customer number 27195, to insert here in parenthesis (Application No. 12/147815 filed 06/27/2008 ) this APPLICATION's Application No. and filing date, when known;
- ☐ was filed on Filing Date and was given Application No. \_\_\_\_\_.
- ☐ is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived there from, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

For good and valuable consideration, the receipt of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers to the ASSIGNEE, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and APPLICATION DERIVATIVES);

ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived there from, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

Inventor's Signature	Date
Gur Kimchi	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Danyel Aharon Fisher	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Brian L. Welcker	
Printed Name in English	Printed Name in Native Language (if other than English)

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason J. Weber

\_\_\_\_\_  
Printed Name in English

\_\_\_\_\_  
Printed Name in Native Language (if  
other than English)

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Robert Currie

\_\_\_\_\_  
Printed Name in English

\_\_\_\_\_  
Printed Name in Native Language (if  
other than English)

\_\_\_\_\_  
Inventor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ahmed K. Kamal

\_\_\_\_\_  
Printed Name in English

\_\_\_\_\_  
Printed Name in Native Language (if  
other than English)

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Inventor's Signature

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Date

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Richard J. McAniff

---

Printed Name in English

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Printed Name in Native Language (if  
other than English)

---

Inventor's Signature

---

Date

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Benjamin Edward Rampson

---

Printed Name in English

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Printed Name in Native Language (if  
other than English)

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Inventor's Signature

4/11/2013

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Date

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William Guthrie Morein

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Printed Name in English

---

Printed Name in Native Language (if  
other than English)

---

Inventor's Signature

---

Date

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Morten Holm-Peterson

---

Printed Name in English

---

Printed Name in Native Language (if

other than English)

Inventor's Signature

Date

Bongshin Lee

Printed Name in English

Printed Name in Native Language (if  
other than English)

Inventor's Signature

Date

George G. Robertson

Printed Name in English

Printed Name in Native Language (if  
other than English)

Inventor's Signature

Date

Christian Bernd Schormann

Printed Name in English

Printed Name in Native Language (if  
other than English)

Inventor's Signature

Date

<u>Barry James Givens</u>	
Printed Name in English	Printed Name in Native Language (if other than English)

<u>Inventor's Signature</u>	<u>Date</u>
<u>Joshua W. Lee</u>	
Printed Name in English	Printed Name in Native Language (if other than English)

<u>B. Scott Ruble</u>	<u>4/10/13</u>
Inventor's Signature	Date
<u>B. Scott Ruble</u>	
Printed Name in English	Printed Name in Native Language (if other than English)

<u>Inventor's Signature</u>	<u>Date</u>
<u>Jakob Peter Nielsen</u>	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Michael V. Ehrenberg</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Stella Yick Chan</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Murali A. Krishnan</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
<u>Christian Olaf Abeln</u>	<u></u>
Printed Name in English	Printed Name in Native Language (if other than English)



Inventor's Signature

Date

Roland L. Fernandez

Printed Name in English

Printed Name in Native Language (if  
other than English)

**MICROSOFT CORPORATION  
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. General. As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Reimbursement. I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 2 day of

June, 1996

Margaret M. Robertson  
Signature

Margaret M. Robertson  
Name (Print)

Inventions listed on attached: Yes ☒ No ☒

[Signature]  
MICROSOFT Corporation Witness

05/27/94 LE912730.019

I/WE, Gur Kimchi, Danyel Aharon Fisher, Brian L. Welcker, Jason J. Weber, Scott Robert Currie, Ahmed K. Kamal, Richard J. McAniff, Benjamin Edward Rampson, William Guthrie Morein, Morten Holm-Peterson, Bongshin Lee, George C. Robertson, Christian Bernd Schormann, Barry James Givens, Joshua W. Lee, B. Scott Ruble, Jakob Peter Nielsen, Michael V. Ehrenberg, Stella Yick Chan, Murali A. Krishnan, Christian Olaf Abeln and Roland L. Fernandez ("ASSIGNOR"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:

- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of the Law and Corporate Affairs Department, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, who are associated with customer number 27195, to insert here in parenthesis (Application No. 12/147815 filed 06/27/2008 ) this APPLICATION's Application No. and filing date, when known;
- ☐ was filed on Filing Date and was given Application No. \_\_\_\_\_
- ☐ is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived there from, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

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ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived there from, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

Inventor's Signature	Date
Gur Kimchi	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Danyel Aharon Fisher	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Brian L. Welcker	
Printed Name in English	Printed Name in Native Language (if other than English)

PATENT ASSIGNMENT

MS Docket No.: 324085.01

Inventor's Signature	Date
Jason J. Weber	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Scott Robert Currie	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Ahmed K. Kamal	
Printed Name in English	Printed Name in Native Language (if other than English)

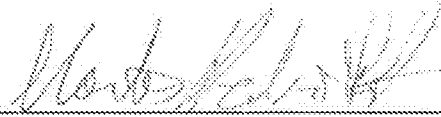
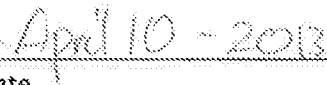
Inventor's Signature	Date
Richard J. McAniff	
Printed Name in English	Printed Name in Native Language (if other than English)

PATENT ASSIGNMENT

MS Docket No.: 324085.01

Inventor's Signature	Date
Benjamin Edward Rampson	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
William Guthrie Morein	
Printed Name in English	Printed Name in Native Language (if other than English)

	
Inventor's Signature	Date
Morten Holm-Peterson	
Printed Name in English	Printed Name in Native Language (if other than English)


Inventor's Signature	Date
Bongshin Lee	
Printed Name in English	Printed Name in Native Language (if other than English)

PATENT ASSIGNMENT

MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
<u>Bongshin Lee</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>George G. Robertson</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

 _____ Inventor's Signature	<u>4/10/13</u> _____ Date
<u>Christian Bernd Schormann</u> Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
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Inventor's Signature	Date
B. Scott Ruble	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Jakob Peter Nielsen	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Michael V. Ehrenberg	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Stella Yick Chan	
Printed Name in English	Printed Name in Native Language (if other than English)

--

Inventor's Signature	Date
Murali A. Krishnan	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Christian Olaf Abeln	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Roland L. Fernandez	
Printed Name in English	Printed Name in Native Language (if other than English)

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EMPLOYEE NON-DISCLOSURE AGREEMENT**

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2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development of experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

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- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

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7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Reimbursement. I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 17 day of

JUNE, 1976

Barry James Given's  
Signature

BARRY JAMES GIVEN'S  
Name (Print)

Inventions listed on attached: Yes ☒ No

[Signature]  
MICROSOFT Corporation Witness

In Consideration of the disclosure of confidential information by MICROSOFT CORPORATION ("MS") to the undersigned candidate ("CANDIDATE"), CANDIDATE hereby agrees as follows:

**Confidential Information and Materials**

"Confidential Information" means nonpublic information that MS designates as being confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation: a) technical, financial, marketing, manufacturing, distribution or other business information or trade secrets of MS, including without limitation concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, and business policies or practices; b) information relating to unreleased MS products or the marketing or promotion of such products; and c) information received from others that MS is obligated to treat as confidential. "Confidential Materials" means all tangible materials containing Confidential Information, including unreleased MS products and documentation. "Confidential Information" does not include information that CANDIDATE receives from a third party who is not subject to an obligation to maintain the confidentiality of such information, or information that is publicly available.

**CANDIDATE'S Obligations**

CANDIDATE shall not disclose any Confidential Information to third parties for two (2) years following the date of its disclosure by MS to CANDIDATE.

**Miscellaneous**

All Confidential Information and Materials shall remain the property of MS. Any unreleased MS products provided under this Agreement are provided "as is". This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it may be modified only by a subsequent written agreement. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Candidate's Signature

Name

Address

City/State

Date

*Barry James Givens*

BARRY JAMES GIVENS

12613 SE 41 PL E306

BELLEVUE / WASHINGTON

JUNE 5 1996

**Microsoft®**

MICROSOFT CORPORATION EMPLOYEE AGREEMENT ("Agreement")

In consideration of the employment offered to me by MICROSOFT CORPORATION ("MICROSOFT"), a Washington corporation, and the compensation now and hereafter paid to me, I agree as follows:

1. Best Efforts/Conflicting Interest/Moonlighting. I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of MICROSOFT. During my employment, I will not engage in any activity or investment that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. An investment of less than 1% of the shares of a company traded on a registered stock exchange is not a violation of this paragraph. I will comply with MICROSOFT's policies regarding disclosure and approval of work outside of MICROSOFT ("moonlighting" activities), as those policies may be amended from time to time.

2. Employment Terminable At Will, With or Without Cause, By Employee or Microsoft. I acknowledge and agree that my employment with MICROSOFT is not for any specific or minimum term, that its continuation is subject to MICROSOFT's and my mutual consent, and that it is terminable at will, meaning that either MICROSOFT or I will be free to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement. I am not entitled to rely and I shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of MICROSOFT or its employees or agents. Any such future contrary representations will not modify this Agreement or my at will status. Notwithstanding paragraph 14 below, my at will status may only be modified by a formal written "Employment Contract" signed by me and an officer of MICROSOFT and containing language expressly stating MICROSOFT's agreement to modify the terms of this Agreement.

3. Non-Disclosure. During my employment and at all times thereafter, I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT: a) any MICROSOFT confidential or proprietary information or trade secrets; or b) any information MICROSOFT has received from others that it is obligated to treat as confidential or proprietary. I will not disclose confidential or proprietary information or trade secrets to other MICROSOFT employees except on a "need-to-know" basis, and I will not disclose third party confidential or proprietary information except as permitted by any applicable agreement between MICROSOFT and the third party. "Confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of MICROSOFT or any third party doing business with or providing information to MICROSOFT, including without limitation: information about actual or prospective customers, suppliers and business partners; business, sales, marketing, technical, financial and legal plans, proposals and projections; concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, I will consult my manager.

4. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during my employment with MICROSOFT. I waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove all of the following:

- a) it was developed entirely on my own time;
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT were used in its development;
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated business, research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to lie in the United States government by any contract between MICROSOFT and the United States government or any of its agencies. In addition to the rights provided to MICROSOFT under paragraph 5 below, as to any Invention complying with 4(a)-(d) above that results in any product, service or development with potential commercial application, MICROSOFT shall be given the right of first refusal to obtain exclusive rights to the Invention and such product, service or development.

5. Excluded and Licensed Inventions. I have attached a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased MICROSOFT product, service, program, process, machine, development or work in progress, or if I permit MICROSOFT to use or incorporate such an Invention, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to exercise any and all rights with respect to such Invention, including the right to protect, make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

6. Applications for Copyrights & Patents. At any time during my employment and thereafter, I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If because of my incapacity or for any other reason MICROSOFT is unable to secure my signature to apply for or pursue any application for or registration of any U.S. or foreign patent or

copyright covering inventions assigned to MICROSOFT as stated above, I hereby irrevocably appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute and file any such applications and to do all other lawful acts to further the prosecution, issuance, maintenance or enforcement of U.S. and foreign patent applications, patents and copyrights thereon with the same legal force and effect as if executed by me. In furtherance of this Agreement, I will testify at MICROSOFT's request and expense in any legal proceeding arising during or after my employment.

**7. Prior Employers & Obligations.** I warrant that my employment with MICROSOFT will not violate any contractual obligations I have. I will not use during my employment with MICROSOFT nor disclose to MICROSOFT any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers, and I will not bring onto MICROSOFT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor any non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to MICROSOFT any such agreements that may bear on my employment with MICROSOFT.

**8. Return of Materials.** When my employment with MICROSOFT ends, I will immediately return to MICROSOFT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes and tapes, and any other material in any form or media containing any confidential or proprietary information or trade secrets, as defined in paragraph 3 above. I will also return any keys, access cards, credit cards, identification cards and other property and equipment belonging to MICROSOFT. All materials, data and information stored on or transmitted using MICROSOFT owned or leased property or equipment is the property of MICROSOFT and is subject to access by MICROSOFT at any time without further notice.

**9. Non-Competition & Non-Solicitation.** While employed at MICROSOFT and for a period of one year thereafter, I will not: (a) accept employment or engage in activities competitive with products, services or projects (including actual or demonstrably anticipated research or development) on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at MICROSOFT; (b) render services in any capacity to any client or customer of MICROSOFT for which I performed services during the twelve months prior to leaving MICROSOFT's employ; (c) induce, attempt to induce, or assist another to induce or attempt to induce person to terminate his employment with MICROSOFT or to work for me or for any other person or entity. If during or after employment with MICROSOFT I seek work elsewhere, I will provide a copy of this Agreement to any persons or entities by whom I am seeking to be hired before accepting employment with or engagement by them.

**10. Reimbursement.** I hereby authorize MICROSOFT, at any time during my employment or following my termination, to withhold the following from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements, and ESPP refunds): any and all monies due to MICROSOFT from me (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by MICROSOFT, amounts received by me due to MICROSOFT's error, unpaid credit or phone card charges, or any debt I owe MICROSOFT for any reason, including misuse or misappropriation of company assets). Further, I agree that MICROSOFT may condition the exercise of any stock options I may receive by requiring me to (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to MICROSOFT and (b) remit such cash to MICROSOFT.

**11. Personal Property.** I agree that MICROSOFT is not responsible for loss of or damage to personal property on MICROSOFT premises or, if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hold MICROSOFT harmless from any and all claims relating to loss of or damage to such personal property.

**12. Equitable Relief.** I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT and shall entitle MICROSOFT to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

**13. Non-Waiver & Attorneys' Fees.** Waiver by either me or MICROSOFT of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

**14. General.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. If a court declares any provision of this Agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this Agreement void, it shall be severed from this Agreement, the remainder of which shall remain in full force and effect. This Agreement sets forth the entire agreement of MICROSOFT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and an officer of MICROSOFT. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to me, I sign my name this 16 day of October, 2002

Inventions listed on attached: Yes ☒ No

Last revised 3/1/98 Part No 0094-87317

Signature

Name (Print)

MS Witness

PATENT

REEL: 033939 FRAME: 0510



MICROSOFT CORPORATION EMPLOYEE AGREEMENT ("Agreement")

As a condition of my employment with MICROSOFT CORPORATION ("MICROSOFT"), a Washington corporation, and in consideration of the compensation now and hereafter paid to me, I agree as follows:

1. Best Efforts/Moonlighting/Conflicting Interest. I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of MICROSOFT. I understand that my duties include complying with MICROSOFT's policies as published in the MICROSOFT Employee Handbook and as amended from time to time in MICROSOFT's sole discretion, including without limitation MICROSOFT's policies regarding disclosure of and approval of work outside MICROSOFT ("moonlighting" activities). During my employment, I will not engage in any activity or investment that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. An investment of less than 1% of the shares of a company traded on a registered stock exchange is not a violation of this paragraph, so long as my investment activity is consistent with MICROSOFT's policies.

2. Employment Terminable At Will, With or Without Cause. I acknowledge and agree that my employment with MICROSOFT is not for any specific or minimum term, that its continuation is subject to MICROSOFT's and my mutual consent, and that it is terminable at will, meaning that either MICROSOFT or I will be free to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement. I am not entitled to rely and I shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of MICROSOFT or its employees or agents. Any such future contrary representations will not modify this Agreement or my at-will status. Notwithstanding the foregoing and paragraph 15 below, my at-will status may be modified only by a formal written "Employment Contract" signed by me and by an officer of MICROSOFT and containing language expressly stating MICROSOFT's agreement to modify the terms of this Agreement and my at-will status.

3. Non-Disclosure. During my employment and at all times thereafter, I will neither disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT (a) any confidential or proprietary information or trade secrets of MICROSOFT or its subsidiaries or (b) any information received by MICROSOFT or its subsidiaries from others that the recipient is obligated to treat as confidential or proprietary. In addition, I will not disclose confidential or proprietary information or trade secrets to other MICROSOFT employees except on a "need-to-know" basis. For purposes of this paragraph and paragraphs 9 and 10, "confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of MICROSOFT or its subsidiaries or any third party doing business with or providing information to MICROSOFT or its subsidiaries, including without limitation information about actual or prospective customers, suppliers and business partners; non-public information about employees, such as contact information, job duties or descriptions, compensation and performance; business, sales, marketing, technical, financial and legal plans, proposals and projections; and concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, technologies, features of technologies, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom it may be disclosed, I will consult my manager. I agree that MICROSOFT's subsidiaries are intended third-party beneficiaries of this paragraph and paragraph 10. I also agree to cooperate with MICROSOFT in its efforts to ascertain and assure my compliance with this paragraph and paragraph 10, even after my employment with MICROSOFT ends.

4. Copyrights. I acknowledge and agree that any and all copyrightable works prepared by me within the scope of my employment by MICROSOFT will be works made for hire, that MICROSOFT will own all rights under copyright in and to such works, and that MICROSOFT will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by me within the scope of my employment by MICROSOFT to be a work made for hire owned by MICROSOFT, I hereby irrevocably assign to MICROSOFT all rights, title and interest in and to such work.

5. New Inventions. I will promptly and fully disclose to MICROSOFT any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively "Inventions") that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my employment with MICROSOFT. Subject to the NOTICE below, I agree to grant and I hereby grant, transfer and assign to MICROSOFT all my rights, title and interest in and to such Inventions. I waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to MICROSOFT.



NOTICE: My obligation to assign shall not apply to any invention that:

- a) was developed entirely on my own time without using any equipment, supplies, facilities, or trade secret information of MICROSOFT;
- b) does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- c) does not result from any work performed by me for MICROSOFT.

I will assign and do hereby assign to MICROSOFT or its designee all my rights, title and interest in and to any and all inventions full title to which may be required to lie in the United States government by law or by any contract between MICROSOFT and the United States government or any of its agencies. In addition to the rights provided to MICROSOFT under paragraph 6 below, as to any invention complying with 5(a)-(c) above that results in any product, service or development with potential commercial application, MICROSOFT shall be given the right of first refusal to obtain exclusive rights to the invention and such product, service or development.

**6. Excluded and Licensed Inventions.** I have attached a list describing all inventions that I am currently developing and all inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such inventions. As to any invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an invention in any released or unreleased MICROSOFT product, service, program, process, machine, development or work in progress, or if I permit MICROSOFT to use or incorporate such an invention, MICROSOFT is hereby granted and shall have an irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such invention, including without limitation the right to protect, make, have made, use and sell that invention without restriction and the right to sublicense those rights to others. This license shall be exclusive, subject to any preexisting non-exclusive licenses or other pre-existing rights not subject to my control.

**7. Documentation of Intellectual Property Rights.** I agree to execute, acknowledge, verify and deliver to MICROSOFT, or cause the same to be accomplished, any and all further documents (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that MICROSOFT may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. My obligations under this paragraph 7 will apply both during and indefinitely after the term of employment. If for any reason whatsoever I fail to execute, acknowledge, verify or deliver any such document reasonably requested by MICROSOFT, I hereby irrevocably appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by me. In furtherance of this Agreement, I will testify at MICROSOFT's request and expense in any legal proceeding arising during or after my employment.

**8. Prior Employers and Obligations.** I represent and warrant that my employment with MICROSOFT will not violate any contractual or other obligations I have. I will neither use during my employment with MICROSOFT nor disclose to MICROSOFT any trade secrets or information that I am required to keep confidential relating to my former employers, principals, partners, co-venturers, clients, customers or suppliers, and I will not bring onto MICROSOFT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor all non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to MICROSOFT all such agreements that may bear on my employment with MICROSOFT.

**9. Ownership and Return of Materials.** I acknowledge and agree that I will have no ownership or privacy interest in materials, data or information stored on or transmitted using MICROSOFT-owned or MICROSOFT-leased property or equipment, all of which shall be subject to access by MICROSOFT at any time without notice. When my employment by MICROSOFT ends, I will immediately return to MICROSOFT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs and tapes created during or related to my employment with MICROSOFT, as well as any other material in any form or media containing any confidential or proprietary information or trade secrets. I will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to MICROSOFT.

**10. Non-Competition and Non-Solicitation.** While employed at MICROSOFT and for a period of one year thereafter, I will not (a) engage in any competitive activities or accept employment by or agree to provide services to any person or entity that engages in competitive activities ("competitive activities" meaning the development, production or provision of any product, service, technology, product feature or project that is or is intended to be competitive with one or more products, services, technologies, product features or projects, including actual or demonstrably anticipated research or development, on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at MICROSOFT or a MICROSOFT subsidiary) or (b) encourage, induce, attempt to induce, or assist another to induce or attempt to induce any person employed by

MICROSOFT or by one of MICROSOFT's subsidiaries to terminate his or her employment with MICROSOFT or its subsidiary or to work for any entity, other than MICROSOFT or its subsidiary. Further, for a period of one year after the termination of my employment with MICROSOFT, I agree that I will not render services to any client or customer of MICROSOFT for which I performed services during the twelve months prior to leaving MICROSOFT's employ. If during or after my employment with MICROSOFT I seek work elsewhere, whether as an employee, consultant or in any other capacity, I will provide a copy of this Agreement to all persons and entities by whom I am seeking to be hired or with whom I am seeking to do business before accepting any employment or engagement by them. I agree that the restrictions in this paragraph are reasonable in light of, among other things, the global and highly competitive markets in which MICROSOFT and its subsidiaries operate.

11. Reimbursement. I hereby authorize MICROSOFT, at any time during my employment or following my termination, to withhold from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements, and ESPP refunds) any and all monies due from me to MICROSOFT (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by MICROSOFT, amounts received by me due to MICROSOFT's error, unpaid credit or phone card charges, and any debt I owe MICROSOFT for any reason, including without limitation misuse or misappropriation of company assets). Further, I agree that MICROSOFT may condition the exercise of any stock options I may receive by requiring me to (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to MICROSOFT and (b) remit such cash to MICROSOFT. At the termination of my employment with MICROSOFT or at any other time upon reasonable notice, I agree to execute whatever documentation may be necessary to authorize MICROSOFT to make the withholdings described in this paragraph.

12. Personal Property. I agree that MICROSOFT is not responsible for loss of or damage to my personal property on MICROSOFT premises or, if applicable, on residential premises subsidized by MICROSOFT (including without limitation apartments or temporary housing). I will hold MICROSOFT harmless from any and all claims relating to such personal property.

13. Equitable Relief. I acknowledge that any violation of paragraphs 1, 3, 4, 5, 6, 7, 9, or 10 of this Agreement by me will cause irreparable injury to MICROSOFT and shall entitle MICROSOFT to equitable relief by a court, including without limitation temporary restraining orders and preliminary and permanent injunctions, which may extend any previously agreed period of restraint.

14. Non-Waiver and Attorneys' Fees. Waiver by either me or MICROSOFT of strict performance of any provision of this Agreement, whether on one or more than one occasion, shall neither constitute a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including without limitation reasonable attorneys' fees.

15. General. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. If any provision of this Agreement is deemed to be excessively broad, that provision shall be narrowed to the extent necessary to make it enforceable and then enforced to the maximum extent permissible by law. If any provision of this Agreement is determined to be void and cannot be saved by a narrowing construction, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. This Agreement sets forth the entire agreement of MICROSOFT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and by an officer of MICROSOFT. Paragraph headings appear as an aid to the reader and shall not be construed to limit any provision of this Agreement. The terms and conditions of this Agreement shall survive termination of my employment. I understand that this Agreement is important, and I have had adequate time to read it before signing.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to me, I sign my name this 1 day of OCT (month), 2003.

Microsoft Corporation

By \_\_\_\_\_

Signature

Signature

MICHAEL E WRENZBERG

Name (Print)

Name (Print)

List of Inventions attached: Yes ☒ No

Last revised 06/03

## Microsoft Corporation Candidate Non-Disclosure Agreement

You, the undersigned Candidate, have been invited to interview for possible employment with Microsoft Corporation ("Microsoft") subject to the following understanding. Microsoft is interested in talking with you based upon your general knowledge, background, experience and skills and abilities, and not because of your knowledge of any confidential information or trade secrets belonging to your current or prior employer(s) or to any other person or entity. At no time will you disclose to Microsoft or use in your discussions with Microsoft any confidential or proprietary information or trade secrets of any current or prior employer or any other entity or person. You will not bring onto Microsoft property any documents or other materials in tangible form containing any confidential or proprietary information or trade secrets belonging to any other person or entity.

Further, in the course of your interviews, Microsoft may in it's discretion disclose confidential information to you. In consideration of the disclosure of such confidential information by Microsoft, you hereby agree as follows:

1. Confidential Information and Materials. "Confidential Information" of Microsoft means nonpublic information that Microsoft designates as being confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation: a) technical, financial, marketing, manufacturing, distribution or other business information or trade secrets of Microsoft, including without limitation concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, and business policies or practices; b) information relating to unreleased Microsoft products or the marketing or promotion of such products; and c) information received from others that Microsoft is obligated to treat as confidential. "Confidential Materials" of Microsoft means all tangible materials containing Confidential Information, including unreleased Microsoft products and documentation. "Confidential Information" does not include information that Candidate receives from a third party who is not subject to an obligation to maintain the confidentiality of such information, or information that is publicly available. If you have any questions concerning whether certain information is Confidential Information, you should ask your interviewer or your Microsoft recruiter.

2. Candidate's Obligations. You shall not disclose any Confidential Information or Materials to third parties for two (2) years following the date of its disclosure by Microsoft to you.

3. Miscellaneous. All Confidential Information and Materials shall remain the property of Microsoft. Any unreleased Microsoft products provided under this Agreement are provided "as is". This Agreement constitutes the entire agreement between you and Microsoft with respect to the subject matter hereof, and it may be modified only by a subsequent written agreement signed by both parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Candidate's Signature: MS

Print Name: MICHAEL EUSEVSENG

Address: 21 FAIRWAY ROAD

City/State: CHESTER HILL MA

Date: 6 AUG 2003

**Microsoft®**

MICROSOFT CORPORATION EMPLOYEE AGREEMENT ("Agreement")

In consideration of the employment offered to me by MICROSOFT CORPORATION ("MICROSOFT"), a Washington corporation, and the compensation now and hereafter paid to me, I agree as follows:

**1. Best Efforts/Moonlighting/Conflicting Interest.** I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of MICROSOFT. I understand that my duties include complying with MICROSOFT's policies as published in the MICROSOFT Employee Handbook and as amended from time to time in MICROSOFT's sole discretion, including without limitation MICROSOFT's policies regarding disclosure of and approval of work outside MICROSOFT ("moonlighting" activities). During my employment, I will not engage in any activity or investment that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. An investment of less than 1% of the shares of a company traded on a registered stock exchange is not a violation of this paragraph, so long as my investment activity is consistent with MICROSOFT's policies.

**2. Employment Terminable At Will, With or Without Cause.** I acknowledge and agree that my employment with MICROSOFT is not for any specific or minimum term, that its continuation is subject to MICROSOFT's and my mutual consent, and that it is terminable at will, meaning that either MICROSOFT or I will be free to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice, pre-termination warning or discipline, or other pre- or post-termination procedures of any kind. I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement. I am not entitled to rely and I shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of MICROSOFT or its employees or agents. Any such future contrary representations will not modify this Agreement or my at-will status. Notwithstanding the foregoing and paragraph 15 below, my at-will status may be modified only by a formal written "Employment Contract" signed by me and by an officer of MICROSOFT and containing language expressly stating MICROSOFT's agreement to modify the terms of this Agreement and my at-will status.

**3. Non-Disclosure.** During my employment and at all times thereafter, I will neither disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT (a) any confidential or proprietary information or trade secrets of MICROSOFT or its subsidiaries or (b) any information received by MICROSOFT or its subsidiaries from others that the recipient is obligated to treat as confidential or proprietary. In addition, I will not disclose confidential or proprietary information or trade secrets to other MICROSOFT employees except on a "need-to-know" basis. For purposes of this paragraph and paragraphs 9 and 10, "confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of MICROSOFT or its subsidiaries or any third party doing business with or providing information to MICROSOFT or its subsidiaries, including without limitation information about actual or prospective customers, suppliers and business partners; non-public information about employees, such as contact information, job duties or descriptions, compensation and performance; business, sales, marketing, technical, financial and legal plans, proposals and projections; and concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, technologies, features of technologies, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, I will consult my manager. I agree that MICROSOFT's subsidiaries are intended third-party beneficiaries of this paragraph and paragraph 10. I also agree to cooperate with MICROSOFT in its efforts to ascertain and assure my compliance with this paragraph and paragraph 10, even after my employment with MICROSOFT ends.

**4. Copyrights.** I acknowledge and agree that any and all copyrightable works prepared by me within the scope of my employment by MICROSOFT will be works made for hire, that MICROSOFT will own all rights under copyright in and to such works, and that MICROSOFT will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by me within the scope of my employment by MICROSOFT to be a work made for hire owned by MICROSOFT, I hereby irrevocably assign to MICROSOFT all rights, title and interest in and to such work.

**5. New Inventions.** I will promptly and fully disclose to MICROSOFT any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether or not patentable (collectively "Inventions") that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my employment with MICROSOFT. Subject to the NOTICE below, I agree to grant and I hereby grant, transfer and assign to MICROSOFT all my rights, title and interest in and to such Inventions. I waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to MICROSOFT.

NOTICE: My obligation to assign shall not apply to any Invention that:

- a) was developed entirely on my own time without using any equipment, supplies, facilities, or trade secret information of MICROSOFT;
- b) does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- c) does not result from any work performed by me for MICROSOFT.

I will assign and do hereby assign to MICROSOFT or its designee all my rights, title and interest in and to any and all Inventions full title to which may be required to lie in the United States government by law or by any contract between MICROSOFT and the United States government or any of its agencies. In addition to the rights provided to MICROSOFT under paragraph 6 below, as to any Invention complying with 5(a)-(c) above that results in any product, service or development with potential commercial application, MICROSOFT shall be given the right of first refusal to obtain exclusive rights to the Invention and such product, service or development.

**6. Excluded and Licensed Inventions.** I have attached a list describing all Inventions that I am currently developing and all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased MICROSOFT product, service, program, process, machine, development or work in progress, or if I permit MICROSOFT to use or incorporate such an Invention, MICROSOFT is hereby granted and shall have an irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, use and sell that Invention without restriction and the right to sublicense those rights to others. This license shall be exclusive, subject to any preexisting non-exclusive licenses or other pre-existing rights not subject to my control.

**7. Documentation of Intellectual Property Rights.** I agree to execute, acknowledge, verify and deliver to MICROSOFT, or cause the same to be accomplished, any and all further documents (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that MICROSOFT may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. My obligations under this paragraph 7 will apply both during and indefinitely after the term of employment. If for any reason whatsoever I fail to execute, acknowledge, verify or deliver any such document reasonably requested by MICROSOFT, I hereby irrevocably appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by me. In furtherance of this Agreement, I will testify at MICROSOFT's request and expense in any legal proceeding arising during or after my employment.

**8. Prior Employers and Obligations.** I represent and warrant that my employment with MICROSOFT will not violate any contractual or other obligations I have. I will neither use during my employment with MICROSOFT nor disclose to MICROSOFT any trade secrets or information that I am required to keep confidential relating to my former employers, principals, partners, co-venturers, clients, customers or suppliers, and I will not bring onto MICROSOFT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor all non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to MICROSOFT all such agreements that may bear on my employment with MICROSOFT.

**9. Ownership and Return of Materials.** I acknowledge and agree that I will have no ownership or privacy interest in materials, data or information stored on or transmitted using MICROSOFT-owned or MICROSOFT-leased property or equipment, all of which shall be subject to access by MICROSOFT at any time without notice. When my employment by MICROSOFT ends, I will immediately return to MICROSOFT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs and tapes created during or related to my employment with MICROSOFT, as well as any other material in any form or media containing any confidential or proprietary information or trade secrets. I will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to MICROSOFT.

**10. Non-Competition and Non-Solicitation.** While employed at MICROSOFT and for a period of one year thereafter, I will not (a) engage in any competitive activities or accept employment by or agree to provide services to any person or entity that engages in competitive activities ("competitive activities" meaning the development, production or provision of any product, service, technology, product feature or project that is or is intended to be competitive with one or more products, services, technologies, product features or projects, including actual or demonstrably anticipated research or development, on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at MICROSOFT or a MICROSOFT subsidiary) or (b) encourage, induce, attempt to induce, or assist another to induce or attempt to induce any person employed by

MICROSOFT or by one of MICROSOFT's subsidiaries to terminate his or her employment with MICROSOFT or its subsidiary or to work for any entity other than MICROSOFT or its subsidiary. Further, for a period of one year after the termination of my employment with MICROSOFT, I agree that I will not render services to any client or customer of MICROSOFT for which I performed services during the twelve months prior to leaving MICROSOFT's employ. If during or after my employment with MICROSOFT I seek work elsewhere, whether as an employee, consultant or in any other capacity, I will provide a copy of this Agreement to all persons and entities by whom I am seeking to be hired or with whom I am seeking to do business before accepting any employment or engagement by them. I agree that the restrictions in this paragraph are reasonable in light of, among other things, the global and highly competitive markets in which MICROSOFT and its subsidiaries operate.

11. **Reimbursement.** I hereby authorize MICROSOFT, at any time during my employment or following my termination, to withhold from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements, and ESPP refunds) any and all monies due from me to MICROSOFT (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by MICROSOFT, amounts received by me due to MICROSOFT's error, unpaid credit or phone card charges, and any debt I owe MICROSOFT for any reason, including without limitation misuse or misappropriation of company assets). Further, I agree that MICROSOFT may condition the exercise of any stock options I may receive by requiring me to (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to MICROSOFT and (b) remit such cash to MICROSOFT. At the termination of my employment with MICROSOFT or at any other time upon reasonable notice, I agree to execute whatever documentation may be necessary to authorize MICROSOFT to make the withholdings described in this paragraph.

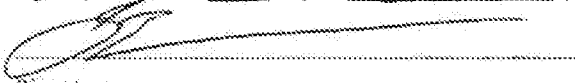
12. **Personal Property.** I agree that MICROSOFT is not responsible for loss of or damage to my personal property on MICROSOFT premises or, if applicable, on residential premises subsidized by MICROSOFT (including without limitation apartments or temporary housing). I will hold MICROSOFT harmless from any and all claims relating to such personal property.

13. **Equitable Relief.** I acknowledge that any violation of paragraphs 1, 3, 4, 5, 6, 7, 9, or 10 of this Agreement by me will cause irreparable injury to MICROSOFT and shall entitle MICROSOFT to equitable relief by a court, including without limitation temporary restraining orders and preliminary and permanent injunctions, which may extend any previously agreed period of restraint.

14. **Non-Waiver and Attorneys' Fees.** Waiver by either me or MICROSOFT of strict performance of any provision of this Agreement, whether on one or more than one occasion, shall neither constitute a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including without limitation reasonable attorneys' fees.

15. **General.** I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in King County, Washington. If any provision of this Agreement is deemed to be excessively broad, that provision shall be narrowed to the extent necessary to make it enforceable and then enforced to the maximum extent permissible by law. If any provision of this Agreement is determined to be void and cannot be saved by a narrowing construction, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. This Agreement sets forth the entire agreement of MICROSOFT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and by an officer of MICROSOFT. Paragraph headings appear as an aid to the reader and shall not be construed to limit any provision of this Agreement. The terms and conditions of this Agreement shall survive termination of my employment. I understand that this Agreement is important, and I have had adequate time to read it before signing.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to me, I sign my name this 16 day of June (month), 2005.

  
Signature  
STELLA CHAN  
Name (Print)

MS Witness 

List of Inventions attached: Yes ☒ No ☐

Last revised 01/01

**MICROSOFT CORPORATION  
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. General. As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and relinquish to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stand to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of MICROSOFT any unpublished document or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.



8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Reimbursement. I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

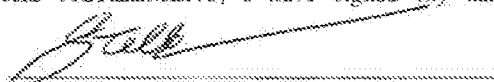
13. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

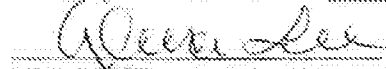
16. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 17<sup>th</sup> day of January, 1998.

  
Signature

YICK STELLA CHAN  
Name (Print)

Inventions listed on attached: Yes ☒ No ☐

  
MICROSOFT Corporation Witness

Part No. 098-05675  
03/27/94 LBS12730.919



MICROSOFT CORPORATION  
INTERN NON-DISCLOSURE AGREEMENT

1. General. As an Intern/Co-op employee of MICROSOFT CORPORATION, a Delaware corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT'S business interests, including without limitation, any business activity not contemplated by this Agreement, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT'S best interests. As used herein, MICROSOFT'S business means the development, marketing and support of software for business and professional use, including operating systems, languages and applications programs as well as books and hardware for the microcomputer marketplace.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary or c) any confidential or proprietary information which is circulated within MICROSOFT via its internal electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside Microsoft, it may be disclosed, I will consult with my manager at MICROSOFT.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into a MICROSOFT product, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT'S request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT'S part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter I owe MICROSOFT and such third

parties a duty not to disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party. I will not use such information for the benefit of anyone other than MICROSOFT or such third party, or in any manner inconsistent with any agreement between MICROSOFT and such third party of which I am made aware.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of MICROSOFT any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of Microsoft or its Director of Training and Personnel Administration.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year from the end of my engagement as a Co-op/Intern for MICROSOFT, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while I was a Co-op/Intern at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any Employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

13. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

14. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

15. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 19<sup>th</sup> day of

May, 19 93

Murali R. Krishnan

Signature

MURALI R. KRISHNAN

Name (Print)

 Inventions listed on attached ☐ Yes ☒ No

Microsoft Corporation Witness

PATENT

REEL: 033939 FRAME: 0521

**MICROSOFT CORPORATION  
EMPLOYEE NON-DISCLOSURE AGREEMENT**

1. General. As an employee of MICROSOFT CORPORATION, a Washington U.S.A. corporation ("MICROSOFT"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my employment I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on registered stock exchange), that (a) conflicts with MICROSOFT's business interests, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests.

2. Non-Disclosure. At all times during my employment and thereafter I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as confidential or proprietary. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, I will consult with my manager.

3. Assignment of Inventions. I will make prompt and full disclosure to MICROSOFT, will hold in trust for the sole benefit of MICROSOFT, and will assign exclusively to MICROSOFT all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, develop, or reduce to practice during the period of time I am in the employ of MICROSOFT. I hereby waive and quitclaim to MICROSOFT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) it does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) it does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

4. Excluded and Licensed Inventions. I have attached hereto a list describing all Inventions belonging to me and made by me prior to my employment with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my employment at MICROSOFT, I use in or incorporate into or permit MICROSOFT to use in or incorporate into a released or unreleased MICROSOFT product, program, process, or machine, an Invention owned by me or in which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

5. Applications for Copyrights and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my employment.

6. Third Party Information. I recognize that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party.

7. Prior Employer Information. During my employment at MICROSOFT I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities and I will not bring onto the premises of

MICROSOFT any unpublished documents or any property belonging to any such persons or entities without their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

8. Term of Employment. I acknowledge that my employment will be of indefinite duration and that either MICROSOFT or I will be free to terminate this employment relationship at will and at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of MICROSOFT.

9. Return of Materials. At the time I leave the employ of MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.

10. Non-Competition. For a period of one year after termination of my employment, I will not accept employment or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at MICROSOFT.

11. Non-Solicitation. While employed at MICROSOFT and for a period of one year from the termination of my employment I will not induce or attempt to influence directly or indirectly any employee of MICROSOFT to terminate his employment with MICROSOFT or to work for me or any other person or entity.

12. Reimbursement. I hereby authorize MICROSOFT to withhold from any monies due to me from MICROSOFT at or following the time of termination of my employment (including without limitation salary, bonus, commissions, expense reimbursement, ESPP refunds, etc.) any amounts which I owe to MICROSOFT (including without limitation amounts for personal expenses charged to my AMEX or other credit cards, phone cards, cash advances, etc.). Further, MICROSOFT may condition the exercise of any stock options by requiring me to simultaneously sell a sufficient number of shares to generate cash required to repay any such amounts owed to MICROSOFT.

13. Personal Property. I agree that MICROSOFT will not be responsible for loss of, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

14. Equitable Relief. I acknowledge that any violation of this Agreement by me will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

15. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

16. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington or in the Federal District Court for the Western District of Washington. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to my employment at MICROSOFT and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 15<sup>th</sup> day of August, 1994.

Murali R. Krishnan  
Signature

MURALI R. KRISHNAN  
Name (Print)

Inventions listed on attached: Yes No

[Signature]  
MICROSOFT Corporation Witness

05/27/94 L&S1230.019

**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

I/WE, Gur Kimchi, Danyel Aharon Fisher, Brian L. Welcker, Jason J. Weber, Scott Robert Currie, Ahmed K. Kamal, Richard J. McAniff, Benjamin Edward Rampson, William Guthrie Morein, Morten Holm-Peterson, Bongshin Lee, George G. Robertson, Christian Bernd Schormann, Barry James Givens, Joshua W. Lee, B. Scott Ruble, Jakob Peter Nielsen, Michael V. Ehrenberg, Stella Yick Chan, Murali A. Krishnan, Christian Olaf Abeln and Roland L. Fernandez ("ASSIGNOR"), have invented subject matter ("INVENTION") disclosed and/or claimed in a patent application entitled "DASHBOARD CONTROLS TO MANIPULATE VISUAL DATA" ("APPLICATION"), which:

- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of the Law and Corporate Affairs Department, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, who are associated with customer number 27195, to insert here in parenthesis (Application No. 12/147815 filed 06/27/2008 ) this APPLICATION's Application No. and filing date, when known;
- ☐ was filed on Filing Date and was given Application No.\_\_\_\_\_.
- ☐ is filed concurrently herewith;

Microsoft Corporation, a Washington Corporation, on behalf of itself and its successors and assigns ("ASSIGNEE"), is entitled to, and is desirous of acquiring, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and all other applications and patents derived there from, such as continuing applications, in and for the United States, its territories, and all foreign countries ("APPLICATION DERIVATIVES"));

For good and valuable consideration, the receipt of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby sells, assigns and transfers to the ASSIGNEE, the entire and exclusive rights, title and interest in the INVENTION and the APPLICATION (and APPLICATION DERIVATIVES);

ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the APPLICATION (and APPLICATION DERIVATIVES), for litigation regarding letters patent derived there from, and for the purpose of protecting and perfecting title to the APPLICATION (and APPLICATION DERIVATIVES).

_____ Inventor's Signature	_____ Date
_____ Gur Kimchi	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Danyel Aharon Fisher	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Brian L. Welcker	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
Richard J. McAniff _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Benjamin Edward Rampson _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
William Guthrie Morein _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
Morten Holm-Peterson _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
_____ Bongshin Lee	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ George G. Robertson	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
_____ Christian Bernd Schormann	_____ Printed Name in Native Language (if other than English)
_____ Printed Name in English	

_____ Inventor's Signature	_____ Date
-------------------------------	---------------



Barry James Givens	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Joshua W. Lee	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
B. Scott Ruble	
Printed Name in English	Printed Name in Native Language (if other than English)

Inventor's Signature	Date
Jakob Peter Nielsen	
Printed Name in English	Printed Name in Native Language (if other than English)
Inventor's Signature	Date


PATENT ASSIGNMENT

MS Docket No.: 324085.01

<u>Michael V. Ehrenberg</u>	_____
Printed Name in English	Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Stella Yick Chan</u>	_____
Printed Name in English	Printed Name in Native Language (if other than English)

_____ Inventor's Signature	_____ Date
<u>Murali A. Krishnan</u>	_____
Printed Name in English	Printed Name in Native Language (if other than English)

	_____
_____ Inventor's Signature	<u>Monday, October 10, 2011</u> Date
<u>Christian Olaf Abeln</u>	_____
Printed Name in English	Printed Name in Native Language (if other than English)

**PATENT ASSIGNMENT**

MS Docket No.: 324085.01

_____ Inventor's Signature	_____ Date
Roland L. Fernandez _____ Printed Name in English	_____ Printed Name in Native Language (if other than English)