CONTRACT WORKER AGREEMENT

In consideration of payment to _____ ("Staffing Provider"), the undersigned individual ("Worker") agrees to perform services for Microsoft Corporation ("Microsoft") on behalf of Staffing Provider, and to be bound by the terms of this Agreement.

1.   Ownership of Work and Intellectual Property Rights. The work performed as part of the services to be provided to Microsoft by Worker constitutes "work for hire," and all right, title and interest in and to such work shall belong exclusively to Microsoft. Microsoft further retains all rights, title and interests in its Source Code and derivative work. For purposes of this Agreement, the term "Source Code" means a collection of human-readable program statements written in a programming or assembly language that must be compiled into object or binary code before they can be executed by a computer.   To the extent that the work includes material subject to copyright, patent, trade secret or other proprietary right protection and not otherwise owned by Microsoft, all right, title and interest in and to such work shall belong exclusively to Microsoft. Worker hereby assigns to Microsoft, its successors and assigns, all right, title, and interest in and to the work product of Worker, including all patents, trade secrets, copyrights or other proprietary right protection and all renewals and extensions thereof that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries. Worker shall execute and deliver such instruments and take such other action as may be requested by Microsoft to carry out the assignments contemplated by this paragraph.

2.   Agreement that Staffing Provider Will Be Responsible for Compensation, Benefits, Insurance and Taxes.

        (a)   Worker acknowledges and agrees that Staffing Provider shall be solely responsible for (i) payment of compensation to Worker; (ii) withholding and payment of any and all employment related taxes and withholdings and any other taxes and applicable amounts with respect to payments made to Worker; (iii) providing all insurance and other employment related benefits, if any, to Worker; (iv) payment of all overtime required by applicable law or regulations; (v) providing any accommodations required by legislation designed to protect workers with disabilities; (vi) complying with legislation designed to ensure eligibility to work in the United Kingdom.

        (b)   Regardless of how the legal status of Worker may be characterized – as an employee of Staffing Provider, an employee of Microsoft, an independent contractor, or otherwise – Worker acknowledges and agrees that Microsoft will not provide to Worker or on Worker's behalf any compensation, insurance or benefits, including without limitation, benefits provided by: (i) The Microsoft Corporation Savings Plus 401(k) Plan (a deferred compensation and retirement plan); (ii) The Microsoft Corporation Employee Stock Purchase Plan; (iii) The Microsoft Corporation Self-Funded Employee Health Benefit Plan; (iv) The Microsoft Corporation Long-Term Disability Plan; (v) The Microsoft Corporation Life Insurance Plan; or (vi) any other employee or fringe benefit plans, policies and/or programs. Worker acknowledges and agrees that s/he is not to be considered a regular employee of Microsoft for any purpose, including for the purpose of receiving compensation, insurance or benefits from Microsoft. If Microsoft provides Worker with any type of compensation, insurance or benefits, such action shall not constitute a waiver of Microsoft's right to enforce this Agreement as to any compensation, insurance or benefits not provided. This Agreement does not affect any claim Worker might have for any type of compensation, insurance or benefits from Microsoft attributable to services provided by Worker prior to the date of this Agreement.

3.   Waiver of Compensation and Benefits from Microsoft.

        (a)   Regardless of how the legal status of Worker may be characterized – as an employee of Staffing Provider, an employee of Microsoft, an independent contractor, or otherwise – Worker hereby expressly waives any entitlement or claim to any compensation, insurance or benefits from Microsoft attributable to services provided by Worker after signing this Agreement, including without limitation any entitlement or claim to participation in and benefits provided by: (i) The Microsoft Corporation Savings Plus 401(k) Plan (a deferred compensation and retirement plan); (ii) The Microsoft Corporation Employee Stock Purchase Plan; (iii) The Microsoft Corporation Self-Funded Employee Health Benefit Plan; (iv) The Microsoft Corporation Long-Term Disability Plan; (v) The Microsoft Corporation Life Insurance Plan; and (vi) any other employee or fringe benefit plans, policies and/or programs.

        (b)   Worker hereby acknowledges and agrees that: (i) I am not a regular employee of Microsoft Corporation and, therefore, I am not entitled to any compensation, insurance or benefits that are provided to regular Microsoft employees; (ii) my waiver of any entitlement or claim to compensation, insurance and benefits is knowing and voluntary; (iii) my waiver of any entitlement or claim to compensation, insurance and benefits is in exchange for the opportunity to provide services to Microsoft through Staffing Provider and for compensation to be paid to me by Staffing Provider with respect to such services; (iv) prior to signing this waiver, Microsoft encouraged me to consult legal counsel of my choosing if I had any question regarding this waiver; and (v) I have carefully read this entire

Agreement, including this highlighted provision, and I have had sufficient time to consider my waiver of any entitlement or claim to compensation, insurance and benefits from Microsoft.

(c)　　The waiver in this Section 3 does not affect any claim Worker might have for any type of compensation, insurance or benefits from Microsoft attributable to services provided by Worker prior to the date of this agreement or attributable to services provided at any time if this waiver were ever found to be ineffective or otherwise invalid by any court of competent jurisdiction.

4.　　Termination of Relationship. Worker acknowledges and agrees that, as provided in the Staffing Provider Agreement that Microsoft has with Staffing Provider, Microsoft may, subject to applicable law, require the immediate removal and/or replacement of Worker, at any time for any or no reason. Similarly, Worker may discontinue Worker's services under this Agreement at any time for any or no reason.

5.　　Warranties and Indemnification from Worker.

(a) Worker represents and warrants that Worker is under no contractual restriction that would prohibit Worker from performing services to Microsoft. Further, Worker agrees to indemnify, defend and hold Microsoft harmless from and against any and all damages, costs and expenses, including reasonable attorneys' fees incurred in connection with a claim that, if true, would constitute a breach of the foregoing warranty. Worker represents and warrants that performing services to Microsoft does not violate any federal or state law, statute or regulation, including without limitation those mentioned in Section 2 above.

(b) Worker warrants that s/he has not been convicted as an adult or released from prison within the last seven (7) years for conviction of a felony reasonably related to the duties of the temporary assignment, for example any felony involving violence against persons or property, drugs, theft or fraud, or any sex offense.

6.　　Nondisclosure. In consideration of Microsoft's grant of e-mail privileges, external network connectivity, Source Code privileges, and/or cardkey privileges and/or the opportunity to provide services to Microsoft, Worker agrees that, at all times during the term of this Agreement and thereafter, Worker expressly undertakes to retain in strictest confidence and agrees not to use for any purpose other than his/her work for Microsoft, nor disclose to anyone outside of Microsoft without the express written authorization of an officer of 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, Worker will not disclose confidential or proprietary information or trade secrets to Microsoft employees except on a "need-to-know" basis. For purposes of this paragraph, confidential or proprietary information and 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, Source Code, marketing, sales, services, finances, or the legal affairs of Microsoft or its subsidiaries or any other Worker doing business with or providing information to Microsoft or its subsidiaries, including without limitation transactional, sales, activity, and profile information about actual or prospective customers and business partners; Microsoft employee lists and updates, personally identifiable information (employee name, e-mail address, postal address, telephone number, mother's maiden name, etc.), job duties or descriptions, compensation and performance; any and all information about actual or prospective suppliers and their customers; 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, other business information, or any other trade secrets of Microsoft disclosed to Worker by Microsoft or its subsidiaries. If Worker has any questions as to what comprises such confidential or proprietary information, Worker agrees to consult with the Microsoft sponsor who has signed below. Worker agrees that Microsoft's subsidiaries are intended third-party beneficiaries of this paragraph. Worker also agrees to cooperate with Microsoft in its efforts to ascertain and assure Worker's compliance with this paragraph, even after Worker's separation from Microsoft. Unless Worker and Microsoft expressly agree to exempt Worker from the foregoing nondisclosure provisions based on the existence of another agreement by Worker regarding confidentiality or nondisclosure, the foregoing nondisclosure provisions are in addition to any other confidentiality or nondisclosure agreement(s), covenant(s), or stipulation(s) between Worker and Microsoft.

7.　　Return of Materials. The parties agree that at the time Worker's assignment at Microsoft concludes, Worker will return to Microsoft all drawings, blueprints, notes, memoranda, specifications, Source Code, designs, devices, documents, and any other material containing or disclosing any confidential and/or proprietary information and will not keep in his/her possession any such material without Microsoft's written approval.

8.　　Email Account. Prior to receiving an "email" account or access to Microsoft's network, Worker shall sign and deliver the E-mail/Network & Cardkey Access Agreement attached hereto as Exhibit A. If Microsoft establishes an "email" account or network access for Worker, Worker agrees to the following:

(a)   Worker agrees to comply with all rules and restrictions that Microsoft may impose from time to time on the use of Microsoft email accounts.

(b)   Microsoft will provide Worker a "password" for the email account, which Worker may change from time to time. Worker will not disclose his/her current password to any other person or entity, except to Microsoft Security or the Microsoft Manager overseeing Worker's assignment, upon request, and Worker agrees to immediately notify Microsoft in the event of any unauthorized disclosure of Worker's password.

(c)   Worker agrees to remain within the authorized capabilities of his/her account. Any attempt by Worker to gain unauthorized access to another person's computer account or into any restricted area of the campus network is prohibited and will result in termination of this Agreement.

(d)   Any Worker email account is granted strictly for the purpose of Worker's accessing Microsoft e-mail system in connection with Worker's performance of services for Microsoft and cannot be used for any other purpose, e.g., to promote or solicit business for Worker, Staffing Provider or any other third parties. Email, its contents, and any other data stored on Microsoft-owned equipment are Microsoft property and may be accessed if and as needed by Microsoft.

(e)   MICROSOFT RESERVES THE RIGHT TO TERMINATE WORKER'S EMAIL ACCOUNT PRIVILEGES AT ANY TIME, IN MICROSOFT'S SOLE DISCRETION.

9.   Cardkey. Prior to receiving a cardkey from Microsoft, Worker shall sign and deliver the E-mail/Network & Cardkey Access Agreement attached hereto as Exhibit A.   If Microsoft provides a cardkey for Worker, Worker agrees to the following:

(a)   Worker agrees to comply with all rules and restrictions that Microsoft may impose from time to time on the use of such cardkey.

(b)   Worker must have his/her cardkey in his/her possession at all times while Worker is on-site at any Microsoft facility. The cardkey is for use by the Worker solely for the purpose of accessing Microsoft facilities in connection with Worker's performance of services for Microsoft and the Worker will not loan his/her cardkey to another person. Lost cardkeys must be reported within twenty four (24) hours.

(c)   Unless otherwise confirmed by the Microsoft Manager, Worker's cardkey access will be from 7:00 a.m. until 7:00 p.m. Monday through Friday for Worker's assigned building. Worker's cardkey privileges will expire at 7:00 p.m. on the final day of assignment.

(d)   Worker will return his/her Microsoft cardkey to the Microsoft Manager upon Worker's separation from Microsoft. Worker acknowledges that a fee of One Hundred Pounds (£100.00)] will be assessed to Worker, and Worker will be personally liable to Microsoft for payment of such fee, if Worker's cardkey is not returned within two (2) weeks of Worker's separation from Microsoft or termination of Worker's cardkey privileges.

(e)   MICROSOFT RESERVES THE RIGHT TO TERMINATE WORKER CARDKEY PRIVILEGES AT ANY TIME, IN MICROSOFT'S SOLE DISCRETION.

10.   Source Code.   If Microsoft permits Worker to access or use Source Code, as defined in Section 1, Worker agrees to the following:

(a)   Worker will protect the secrecy of Source Code and will not disclose Source Code to anyone else absent a valid court or government order. If Worker is served with a court order or government notice compelling the disclosure of the Source Code or with notice of proceedings for such an order, Worker shall (i) give Microsoft reasonable notice prior to such disclosure to allow Microsoft a reasonable opportunity to seek a protective order or the equivalent; and (ii) at Microsoft's discretion, either assist Microsoft in opposing the order or provide Microsoft the opportunity to intervene before Worker files any response to the order or notice

(b) Worker will not use the Source Code for any purpose other than the Work performed as part of the Services to be provided to Microsoft by Worker on Microsoft's premises.

(c)   During the time in which Worker has access to the Source Code and for one year following the date Worker last accessed Source Code, Worker shall not be involved in or contribute to the development of any software with similar functionality ("Related Software") for Staffing Provider or Worker's employer. These restrictions are not intended to prohibit Worker from using or providing end-user support for Related Software. Similarly, these restrictions are not intended to restrict Worker from separately accessing or instrumenting source code for Related Software solely to debug and optimize Related Software. However, Worker is not permitted to be

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involved in or contribute to the development of Related Software during this period. Worker may provide technical information pertaining to Related Software to other persons contributing to the development of Related Software provided (i) Worker fully complies with the confidentiality terms of this agreement; and (ii) such information was obtained independent of, and is not in any way related to, the Source Code. Worker acknowledges that this provision will survive any termination of this agreement and any agreement with the Staffing Provider.

(d) Without limiting Worker's obligations and liabilities under this agreement or Microsoft's rights and remedies at law or in equity, in the event of a "Risk Event," as defined below: (a) Worker will notify Microsoft of such Risk Event; and (b) Worker will immediately use its best efforts to cooperate with Microsoft to help Microsoft regain possession and control of Source Code and prevent any further Risk Event. A "Risk Event" is any unauthorized disclosure of or access to Source Code or any portion of the Source Code. At Microsoft's or Staffing Provider's request, Worker will immediately use best efforts to assist Microsoft or relevant law enforcement authorities ("Investigators") to investigate whether there is or was a Risk Event and all relevant details relating to such Risk Event. Worker will permit Microsoft or Investigators to conduct any Risk Event investigation on Worker's physical premises, software, hardware, equipment, systems, log files, networks, and/or other data relating to a Risk Event investigation to the extent they are available and under Worker's direct or indirect ownership, possession or control, including by lease. Furthermore, at Microsoft, Staffing Provider, or Investigators' request, Worker shall assist Microsoft, Staffing Provider, or Investigators in any legal actions or proceedings related to Risk Events. Worker agrees that Source Code is a valuable asset of Microsoft, and that a Risk Event may cause irreparable harm to Microsoft. Worker further agrees that time is of the essence in protecting the Source Code and Microsoft will have no obligation, nor will Worker require Microsoft, to seek any injunction or court order before Microsoft can exercise its rights under this Agreement.

(e) Comments and Suggestions. Microsoft welcomes Worker's comments and suggestions on the Source Code whether provided directly or indirectly. If Worker gives comments and suggestions to Microsoft regarding bug fixes, enhancements or other modifications to the Source Code, Worker agrees that Microsoft may, in connection with Microsoft's products and services use, disclose or otherwise commercialize Worker's comments and suggestions entirely without any obligation or restriction based on intellectual property rights or otherwise. Worker shall not give any comments or suggestions that Worker has reason to believe are subject to any patent, copyright, or other intellectual property claim or right of any third party.

(f) MICROSOFT PROVIDES THE SOURCE CODE TO WORKER WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE OR NON-INFRINGEMENT.

(g) LIMITATION OF LIABILITY. WORKER AGREES THAT MICROSOFT WILL NOT BE LIABLE UNDER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES RELATED TO THE SOURCE CODE.

(h) MICROSOFT RESERVES THE RIGHT TO REVOKE WORKER'S ACCESS TO OR USE OF SOURCE CODE AT ANY TIME, IN MICROSOFT'S SOLE DISCRETION.

11.   Waiver of Claims for Damage to Personal Property. Worker agrees that Microsoft will not be responsible for loss, disappearance, or damage to Worker's personal property on Microsoft premises. Worker hereby releases, discharges and holds Microsoft harmless from any claims relating to loss, disappearance, or damage to such personal property.

12.   Compliance With Rules, Regulations And Laws. Worker agrees that while conducting any Microsoft related business on Microsoft premises or via his/her Microsoft e-mail and/or Microsoft network account, Worker will comply with all Microsoft policies, rules and regulations and all applicable local, state and federal laws, including all applicable immigration laws and laws prohibiting harassment of any kind in the workplace.

13.   General.

(a)   Interpretation and enforcement of this Agreement will be governed by the laws of the United Kingdom, and this Agreement will apply to all Microsoft temporary assignments performed by the undersigned Worker following the date of this Agreement.

(b)   This Agreement incorporates the entire understanding of the parties as to matters discussed herein, and it may be modified only in a formal written agreement created subsequent to the date of this Agreement and signed by a representative of Microsoft's Contingent Staffing Services Procurement and Worker.

(c)   If any provision of this Agreement is found by a court to be void or unenforceable, such provision shall be stricken from the Agreement, the remainder of which will remain in full force and effect.

(d)   The obligations of Worker under this Agreement will survive termination or expiration of this Agreement.

Worker's signature below constitutes his/her acceptance of the terms specified within this Agreement.

WORKER _____ 11/3/2015

(Signature)   (Date)

Legal First Name (Printed): PAUL

Legal Middle Name (Printed): EDWARD.

Legal Last Name (Printed): LISEWSKI

Address: 40D GLEDSTANES ROAD. BARONS COURT, W14 9HU.

Phone: 07931 556236.

Microsoft Employee to Whom Worker Will Report: PAUL BRIGHTMORE.

Cost Center:

[Worker Stop Here]

_____

MSFT Ref #: _____ (to be filled in by authorized Staffing Provider representative only)

Microsoft

Confidential ECA Submission

Company Code:

Request Type:

Former Company Name:

Former Legal Name:

Position # or HeadTrax Request ID #:

Requestor email: **CC email:**   **CC email:**

CHECK ALL INFORMATION CAREFULLY AND ENSURE ALL FIELDS ARE COMPLETE AND CORRECT BEFORE SIGNING AND SUBMITTING:

Legal First Name:	Paul
Preferred First Name (if different):	
Middle Initial:	E
Legal Surname/Last Name:	Lisewski
Microsoft Supplier/Vendor #:	
Vendor Company Name:	Cloudsoft Limited
Have you ever worked as a Microsoft fulltime employee or intern?	No
Former Microsoft Alias or ID Number:	
Have you ever worked as a Contingent Staff worker with Microsoft resources (email/network/cardkey)?	Yes
In What Capacity?	Business Intelligence Engineer / Consultant
For What Company?	Veresseti
Former Microsoft Alias or ID number:	v-palise
Approximate Dates of Assignment and comments:	August 2013 - November 2013

MICROSOFT CORPORATION
E-mail/Network & Cardkey Access Agreement
(with Non-Disclosure Provisions)

This E-mail/Network & Cardkey Access Agreement (the "Agreement") is made by and between MICROSOFT CORPORATION ("Microsoft"), a Washington corporation, and the undersigned ("Worker") and is effective upon Worker's signature date. Microsoft and Worker agree as follows: A written contract governing the services provided by Worker to Microsoft must be executed by Worker (if Worker is providing services to Microsoft directly) or Worker's employer (if Worker is providing services to Microsoft on behalf of Worker's employer), as applicable, prior to establishment of an e-mail account, provision of a network access account, or issuance of a cardkey to the undersigned Worker. Worker warrants that s/he has full authority to enter this Agreement, and that Worker will comply with the following terms and conditions.

1. **E-MAIL ACCOUNT** and/or **NETWORK ACCESS ACCOUNT.** If Microsoft establishes an "e-mail" or network access account for
Worker, the following terms and conditions will apply:
   a) Microsoft will provide Worker an account name and "password" for Worker's e-mail account and/ or network connectivity. For the purposes of this Section 1, "e-mail account" includes all means of Microsoft WEB and Internet access.
   b) Worker will change his/her password from time to time to maintain security. Worker will not disclose his/her current password to any other person or entity, and agrees to immediately notify Microsoft in the event of any unauthorized disclosure of the Worker's password.
   c) Worker agrees to remain within the authorized capabilities of his/her account. Any attempt by Worker to gain unauthorized access to another person's corporate account or into any restricted area of the corporate network is prohibited and will result in immediate termination of Worker's e-mail account and/or network account privileges.
   d) Worker's e-mail and/or network account is granted solely for the purpose of accessing Microsoft email and network systems in connection with Worker's performance of services for Microsoft and cannot be used for any other purpose, e.g., to promote or solicit business for Worker, Worker's employer or for any other third parties, without prior written consent from Microsoft.
   e) All e-mail and other data stored on or transmitted by Microsoft-owned equipment are Microsoft property, may not be removed by Worker, and may be accessed by Microsoft at any time, at Microsoft's sole discretion.
   f) **MICROSOFT RESERVES THE RIGHT TO TERMINATE WORKER'S EMAIL and/or NETWORK ACCOUNT PRIVILEGES AT ANY TIME, IN MICROSOFT'S SOLE DISCRETION.**

2. **CARDKEY.** If Microsoft provides a cardkey for Worker, the following terms and conditions will apply:
   a) Worker must have his/her cardkey in his/her possession at all times while Worker is on-site at any Microsoft facility.
   b) The cardkey is for use by Worker solely for the purpose of accessing Microsoft facilities in connection with Worker's performance of services for Microsoft, and Worker will not loan his/her cardkey to any other person. Lost cardkeys must be reported as soon as reasonably possible, but in no event no later than twenty-four (24) hours after the loss.
   c) Unless otherwise confirmed by the Microsoft Sponsor, Worker's cardkey access will be from 7:00 a.m. until 7:00 p.m., Monday through Friday, for Worker's assigned building. Worker's cardkey privileges will expire at 7:00 p.m. on the final day of the assignment.
   d) Worker will return his/her cardkey to the Microsoft Sponsor upon Worker's separation from Microsoft or the termination or completion of Worker's assignment at Microsoft. Worker acknowledges that a fee of One Hundred Pounds (£100.00) will be assessed to Worker, and Worker will be personally liable to Microsoft for payment of such fee, if his /her cardkey if not returned within thirty (30) days of his/her separation from Microsoft or termination of his/her cardkey privileges..
   e) Worker grants Microsoft permission to copy and circulate Worker's cardkey photograph to Microsoft employees or agents at Microsoft's discretion.

f) MICROSOFT RESERVES THE RIGHT TO TERMINATE WORKER'S CARDKEY PRIVILEGES AT ANY TIME, IN MICROSOFT'S SOLE DISCRETION.

3. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** In consideration of Microsoft's grant of e-mail privileges, network connectivity, and/or cardkey privileges and/or the opportunity for Worker to provide services to Microsoft, Worker agrees that, at all times during the term of this Agreement and for five (5) years thereafter, Worker expressly undertakes to retain in strictest confidence and agrees not to use for any purpose other than the performance of services for Microsoft, nor disclose to anyone outside of Microsoft without the express written authorization of an officer of Microsoft, any (a) confidential or proprietary information or trade secrets of Microsoft or its subsidiaries or (b) information received by Microsoft or its subsidiaries from others that the recipient is obligated to treat as confidential or proprietary. In addition, Worker will not disclose confidential or proprietary information or trade secrets to Microsoft employees except on a "need-to-know" basis. For purposes of this Section 3, confidential or proprietary information and 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 the legal affairs of Microsoft or its subsidiaries or any other third party doing business with or providing information to Microsoft or its subsidiaries, including without limitation transactional, sales, activity, and profile information about actual or prospective customers and business partners; Microsoft employee lists and updates, personally identifiable information (employee name, e-mail address, postal address, telephone number, mother's maiden name, etc.), job duties or descriptions, compensation and performance; any and all information about actual or prospective suppliers and their customers; 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, other business information, or any other trade secrets of Microsoft disclosed to Worker by Microsoft or its subsidiaries. If Worker has any questions as to what comprises such confidential or proprietary information, Worker agrees to consult with the Microsoft sponsor. Worker agrees that Microsoft's subsidiaries are intended third-party beneficiaries of this Section 3. Worker also agrees to cooperate with Microsoft in its efforts to ascertain and assure Worker's compliance with this Section 3, even after Worker's separation from Microsoft. Unless Worker and Microsoft expressly agree to exempt Worker from the foregoing nondisclosure provisions based on the existence of another agreement by Worker regarding confidentiality or nondisclosure, the foregoing nondisclosure provisions are in addition to any other confidentiality or nondisclosure agreement(s), covenant(s), or stipulation(s) between Worker and Microsoft.

4. **WAIVER OF COMPENSATION AND BENEFITS FROM MICROSOFT.** **Regardless of how the legal status of Worker may be characterized – as an employee of temporary agency, an employee of Microsoft, an independent contractor, or otherwise – Worker hereby expressly waives any entitlement or claim to any compensation, insurance or benefits from Microsoft attributable to services provided by Worker after signing this Agreement, including without limitation any entitlement or claim to participation in and benefits provided by: (1) The Microsoft Corporation Savings Plus 401(k) Plan (a deferred compensation and retirement plan); (2) The Microsoft Corporation Employee Stock Purchase Plan; (3) The Microsoft Corporation Self-Funded Employee Health Benefit Plan; (4) The Microsoft Corporation Long-Term Disability Plan; (5) The Microsoft Corporation Life Insurance Plan; and (6) any other employee or fringe benefit plans, policies and/or programs. Worker hereby acknowledges and agrees that: (1) I am not a regular employee of Microsoft Corporation and, therefore, I am not entitled to any compensation, insurance or benefits that are provided to regular Microsoft employees; (2) my waiver of any entitlement or claim to compensation, insurance and benefits is knowing and voluntary; (3) my waiver of any entitlement or claim to compensation, insurance and benefits is in exchange for the opportunity to provide services to Microsoft through my employer and for compensation to be paid to me by my employer with respect to such services; (4) prior to signing this waiver, Microsoft encouraged me to consult legal counsel of my choosing if I had any question regarding this waiver; and (5) I have carefully read this entire Agreement, including this highlighted provision, and I have had sufficient time to consider my waiver of any entitlement or claim to compensation, insurance and benefits from Microsoft.**

This waiver does not affect any claim Worker might have for any type of compensation, insurance or

benefits from Microsoft attributable to services provided by Worker prior to the date of this agreement or attributable to services provided at any time if this waiver were ever found to be ineffective or otherwise invalid by any court of competent jurisdiction.

5. **WAIVER OF CLAIMS FOR DAMAGE TO PERSONAL PROPERTY**. Worker acknowledges that Microsoft will not be responsible for loss, damage, or disappearance of Worker's personal property on Microsoft premises. Worker hereby releases, discharges and holds Microsoft Harmless from any claims relating to loss, disappearance, or damage to such personal property.

6. **COMPLIANCE WITH POLICIES, REGULATIONS AND LAWS**. While conducting any Microsoft related business on Microsoft premises or via his/her Microsoft e-mail and/or Microsoft network account, Worker will comply with all Microsoft policies, regulations and all applicable local, state and federal laws, including all applicable immigration laws and laws prohibiting harassment of any kind in the workplace. Worker will not incorporate open source software into any deliverable without Microsoft's permission.

7. **FELONY STATEMENT.** Worker warrants that s/he has not been convicted as an adult or released from prison within the last seven (7) years for conviction of a felony reasonably related to the performance of services for Microsoft, for example any felony involving violence against persons or property, drugs, theft or fraud, or any sex offense.

IN WITNESS WHEREOF, the below named Worker has executed the Agreement as of the signature date below.
WORKER:

11/3/2015

WORKER SIGNATURE   **DATE SIGNED**