

# EXHIBIT 3

If you wish to attach a list of inventions, per paragraph 6, below, please contact your recruiter.

### 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 I acknowledge and agree that any prior representations to the contrary are void and superseded by this Agreement.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: Miki Mullor

You submitted this document on Thu, 24 Nov 2005 10:17:02 GMT.