

# EXHIBIT A

## MICROSOFT CORPORATION EMPLOYEE NON-DISCLOSURE AGREEMENT

1. As an 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. 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 or 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 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. 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, 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. 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. 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. 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. 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 verbal 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. 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. I further acknowledge that the terms and conditions of this Agreement shall survive termination of my employment.

9. 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. 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 the business (as defined in paragraph 1 above) or with the actual or demonstrably anticipated research or development of MICROSOFT as of my termination date.

11. 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. 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.

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

14. 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 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.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 10<sup>th</sup> day of July 1989

St. Sinofsky  
Signature  
Steven Sinofsky  
Name (Print)

Inventions listed on attached:      Yes   X   No

J. Paries  
MICROSOFT CORPORATION WITNESS