

COMPANY Name:	<<TAG: COMPANY NAME>>
MS Agreement Number:	<<TAG: AgrNum>>
Effective Date:	<<TAG: EffDate>>
Expiration Date:	<<TAG: EndDate>>

**WINDOWS MEDIA COMPONENTS INTERIM PRODUCT AGREEMENT**

<sup>1</sup> <b>MICROSOFT CORPORATION</b> A corporation organized under the laws of: State of Washington, U.S.A.	<b>COMPANY NAME</b>
By (sign):	By (sign):
Name (print):	Name (print):
Title:	Title:
Date:	Date:

THIS WINDOWS MEDIA COMPONENTS INTERIM PRODUCT AGREEMENT (this “**Agreement**”) is effective as of <<AgrEffDate>>, (the “**Effective Date**”) by and between **MICROSOFT CORPORATION**, a corporation organized under the laws of State of Washington, U.S.A. (“**Microsoft**”) and <<COMPANYNAME>>, a corporation organized under the laws of <<Incorp>>, (“**Company**”).

IT IS AGREED:

**1. Definitions.**

**Affiliate** means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. “**Control**” means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

**Channel Entities** means Company’s authorized distributors, resellers, dealers and others in its distribution channels for Company’s own Interim Products.

**Confidential Information** means nonpublic information regarding the Licensed Technology or Developed Technology (including nonpublic information regarding Company’s distribution of Developed Technology) that (i) Microsoft or Company designates as confidential; or (ii) which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes Windows Media source code Company receives from another Microsoft Windows Media Licensee, regardless of whether Company is licensed to receive such Windows Media source code under this Agreement. “Confidential Information” does not include information that: (x) is or subsequently becomes generally available without breach of any obligation owed to the disclosing party; (y) is or subsequently becomes known to the receiving party from a source other than the disclosing party and such disclosure does not result from any breach of an obligation of confidentiality owed with respect to such Confidential Information; or (z) is independently developed by the receiving party without reference to any Confidential Information supplied by the disclosing party in any form.

**Deliverables** means the tangible items of the Licensed Technology provided or otherwise made available to Company hereunder, including source and object code, reference implementations, Specifications, associated documentation and testing files.

**Developed Technology** means a version of the Licensed Technology, in source and object code forms, (i) as modified by or for Company under this Agreement; or (ii) as modified by or for another Microsoft Windows Media Licensee under a comparable agreement and supplied to Company by such Microsoft Windows Media Licensee.

**CONFIDENTIAL & PROPRIETARY**

**Disclosed Standard** means any standard that is (y) promulgated by any standards development organization, consortium, trade association, special interest group, or like entity, for the purpose of widespread adoption; and (z) disclosed by Microsoft as being implemented, in whole or in part, within the Licensed Technology. Solely by way of illustration, a Disclosed Standard may include, but is not limited to, a technical specification promulgated by organizations like the ITU, ISO, IEC, 3GPP, MPEG, W3C, IETF (various standard development organizations); Infiniband (various trade associations); UPnP (various consortia); USB, SALT Forum (various special interest groups), OMA, etc. Microsoft may disclose a Disclosed Standard to Company at any time during the term of this Agreement via written or email notice, or via a prominent posting on a Microsoft web site relating to the licensing program for the Licensed Technology, or via the inclusion of such information in the Licensed Technology. Company acknowledges that as of the Effective Date of the Agreement, the standard promulgated by SMPTE as “VC-1” (“SMPTE VC-1 Standard”) is a Disclosed Standard implemented in Windows Media Video 9.

**Excluded License** is defined in Section 4.4(a).

**Final Product** means a software or hardware product in a final form of manufacturing with a fully functional user interface that is intended for distribution to end users (e.g. media player application, cellular phone, motor vehicle radio, portable digital music player or handheld Internet appliance, etc.).

**Former Licensee** is defined in Section 5.2(c).

**Interim Product** means a software or hardware product or integrated circuit (e.g. silicon implementation, digital signal processing chip, reference design, software SDK, optical drive mechanism, etc.) that is designed to be incorporated into or combined with a Final Product.

**License Fee** is defined in Section 2.

**Licensed Technology** means Windows Media technology described in **Exhibit A**, including any Deliverables or Supplemental Code provided by Microsoft to Company under this Agreement.

**Licensee List** is defined in Section 5.2 (b).

**Microsoft Windows Media Licensees** means any entity that executes a Windows Media Components Interim Product Agreement, a Windows Media Format Components Source Development Agreement, a Windows Media Format Components Distribution License, Windows Media Components Final Product Agreement, or like agreement with Microsoft or an Affiliate of Microsoft.

**Microsoft Windows Media Source Code Licensee** is defined in Section 5.2(a).

**Necessary Claims** means any and all claim(s), but only such claim(s), of a patent or patent application that (i) are owned, controlled, or sublicensable (without payment of royalties to and/or requiring the consent of an unaffiliated third party) now or at any future time; and (ii) are necessarily infringed in connection with the use or implementation of the Licensed Technology. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims: (x) to any enabling technologies that may be necessary to make or use any product or portion thereof that includes the Licensed Technology (e.g., enabling semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology, protocols, programming interfaces, etc.); (y) covering the implementation of other specifications, technical documentation or technology merely referred to in the Licensed Technology, or (z) covering a Disclosed Standard to the extent such claims are available for licensing via a patent pool or other industry-recognized means.

**Potential Authorized Licensee** is defined in Section 5.2(b).

**Specifications** means the associated documents and technical specifications provided by Microsoft related to the Licensed Technology.

**Supplemental Code** means software that Microsoft may provide to Company as a supplement to, or replacement of, any portion of Licensed Technology, including but not limited to bug fixes. To clarify, new versions of the Licensed Technology shall not be provided as Supplemental Code.

## 2. Fees

**Exhibit A** lists (i) the Licensed Technology components that are licensed under this Agreement, and (ii) the associated Deliverables (if any) to be supplied by Microsoft. Company shall pay Microsoft a one-time, non-refundable fee listed in **Exhibit A** corresponding to each set of Deliverables that Company is receiving under this Agreement (“**License Fee**”). Company shall pay the License Fee within sixty (60) days after the date of the Microsoft invoice in accordance with the remittance instructions provided by Microsoft. Microsoft is not obligated to provide any Deliverables until Company has paid the corresponding License Fees.

## 3. Affiliates

The rights and obligations under this Agreement extend to each of Company’s Affiliates just as if each Affiliate had executed this Agreement itself. Company may distribute copies of the Deliverables it receives to each of its Affiliates so long as Company uses a secure means to do so. Company shall cause all of its Affiliates to comply with the terms and conditions of this Agreement, and Company shall be jointly and severally liable with each of its Affiliates for breach of this Agreement by Company or any Affiliate. If Microsoft terminates this Agreement following a breach by Company or any Affiliate, this Agreement terminates with respect to Company and all of its Affiliates. All remedies available to Microsoft, including the ability to obtain injunctive relief, apply to Company Affiliates.

## 4. License Grants and Limitations; Ownership

**4.1 Development Copyright and Trade Secret Licenses.** Subject to Company’s compliance with this Agreement, Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, world-wide license (i) under Microsoft’s

copyrights in the Licensed Technology, to reproduce and modify the Licensed Technology solely in connection with Company's development of Developed Technology; and (ii) under Microsoft's trade secret rights in the Licensed Technology, to reference the Licensed Technology solely in connection with Company's development of Developed Technology.

**4.2** Distribution Copyright and Trade Secret Licenses. Subject to Company's compliance with this Agreement, Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, world-wide license under Microsoft's copyrights and trade secret rights in the Licensed Technology to:

- (a) reproduce, install, and test Developed Technology on, into, or with Interim Product(s);
- (b) provide Developed Technology in object code form to an Authorized Contractor to perform, on behalf of Company, the actions described in Section 4.2(a) subject to the restrictions in Section 5.10;
- (c) obtain Interim Products containing Developed Technology in object and source code forms from other Microsoft Windows Media Licensees and reproduce, install and test such Developed Technology on, into or with Interim Product(s) and otherwise use such Developed Technology in the development of Interim Products;
- (d) distribute Interim Products containing Developed Technology in source code forms to other Microsoft Windows Media Licensees subject to the restrictions in Section 5.2; and
- (e) distribute (directly or through Channel Entities) Interim Products containing Developed Technology in object code form to Microsoft Windows Media Licensees, subject to the restrictions in Section 5.2, solely for further installation and distribution in Interim Products or Final Products under such business terms negotiated between Company and the recipient.
- (f) distribute Interim Products containing Developed Technology in object code form to potential customers (other than end users) solely for evaluation and testing purposes, provided that (i) such Interim Products consist solely of a commercially reasonable number (number not to exceed five (5) per potential customer) of reference boards and other network testing devices; (ii) Company enters into a written agreement with such potential customers prohibiting further distribution of such reference boards and other network testing devices to end users; and (iii) such reference boards and other network testing devices contain the following statement in a prominent position on the physical housing of the device, in the header files of the code, or in the accompanying documentation, as applicable: "This product includes technology owned by Microsoft and cannot be used or distributed without a license from Microsoft."

**4.3** Patent Covenant. So long as Company is in compliance with all of the terms and conditions of this Agreement, Microsoft, on behalf of itself and its Affiliates, covenants not to sue Company for infringement of a Microsoft Necessary Claim on account of the following activities to the extent such activities occur during the term of this Agreement:

- (a) Company's use of Developed Technology in Interim Products; and
- (b) Company's making, having made, distributing, selling, or offering for sale, to entities other than end users, Developed Technology in Interim Products intended or marketed solely for inclusion and further distribution as part of Final Products or other Interim Products.

Microsoft agrees that any transfer or assignment of a patent or patent application having Microsoft's or its Affiliates' Necessary Claims to a third party shall be subject to this Agreement and shall not affect the covenant described above. Any purported assignment or transfer of rights in derogation of the foregoing requirement shall be null and void.

**4.4** License Limitations.

- (a) The licenses granted in Sections 4.1 and 4.2, and the covenant in Section 4.3 do not include the right to, and Company shall not, (i) create derivative works of the Licensed Technology (including Developed Technology) in any manner that would cause the Licensed Technology, in whole or in part, to become subject to any of the terms of an Excluded License (as defined below); or (ii) distribute the Licensed Technology (or derivative works thereof, including Developed Technology) in any manner that would cause any Licensed Technology component to become subject to any of the terms of the Excluded License. An "Excluded License" means any version of the GNU General Public License (GPL), Lesser/Library GPL (LGPL), Mozilla Public License (MPL), Common Public License (CPL), Affero GPL (AGPL) or any other license for software where the license includes terms providing that (a) a licensee of the software is authorized to make modifications to, or derivative works of, the source code for the software, and (b) the licensee is authorized to distribute such modifications or derivative works of the software only if recipients are authorized to receive the source code for, modify or make further derivative works of licensee's modifications or derivative works. For purposes of this clause, "distribute" includes providing access to the functionality of the code through a computer network".
- (b) The licenses granted in Sections 4.1 and 4.2, and the covenant in Section 4.3, do not include the right to, and Company shall not, develop or distribute any Interim Products that are designed, manufactured, reproduced, sold, leased, licensed or otherwise transferred through or by Company to a third party (or to customers of, or as directed by, that third party) for the purpose of attempting to circumvent the terms of Section 8 or any obligation to make payments to Microsoft that otherwise would apply to such Interim Product if manufactured, sold or otherwise distributed by such third party under a license from Microsoft.
- (c) The licenses granted in Sections 4.1 and 4.2, and the covenant in Section 4.3 does not include the right (i) to distribute Developed Technology in Final Products; or (ii) to distribute Interim Products containing Developed Technology to end users. If Company desires to develop or distribute Final Products that contain Developed Technology, Company must obtain a separate license from Microsoft or a Microsoft Affiliate.
- (d) The licenses granted in Sections 4.1 and 4.2, and the covenant in Section 4.3 do not include a license under any of Microsoft's Necessary Claims or patents.

(e) The licenses granted in Section 4.2(e), and the covenant in Section 4.3 do not include the right to, and Company shall not, distribute any Interim Products containing Developed Technology via any online or Internet delivery means or channels; provided however, that Company may distribute Developed Technology in Interim Products under the terms of this Agreement via a secure website or other Company-controlled means of distribution.

#### 4.5 Ownership.

(a) Except as expressly licensed to Company under this Agreement, Microsoft reserves all other right, title and interest in and to the Licensed Technology and Deliverables.

(b) Subject to Microsoft's ownership of the underlying Licensed Technology, Company reserves all other right, title and interest in and to the Developed Technology and Interim Product.

4.6 No Implied Licenses. Under no circumstances should anything in this Agreement be construed as granting to Company, by implication, exhaustion, estoppel or otherwise, (i) a license to any Microsoft technology other than the Licensed Technology; (ii) a license under any Microsoft Necessary Claims or patents; or (iii) any additional license rights for the Licensed Technology other than the licenses expressly granted in this Agreement.

### 5. Company Conditions and Obligations

#### 5.1 Implementation Requirements.

(a) The Developed Technology must implement the entire functionality of any chosen level or levels within the Licensed Technology component as described in the applicable Specification. To clarify, Company is not required to implement (i) all levels of a Licensed Technology component; or (ii) any portion of the functionality of any Licensed Technology component described in the applicable Specification that is identified as "optional". However, if Company elects to implement a portion of any given level of a Licensed Technology component, the Developed Technology must implement the entire functionality of that level as described in the applicable Specification. In the event of any inconsistency between the applicable Specifications and any reference implementation in the Deliverables for a particular Licensed Technology component, the reference implementation in the Deliverables controls.

(b) Company shall not use the Licensed Technology (or any Confidential Information contained therein) to design or develop new or different codec bit streams, media or file formats, protocols or other like technology. Furthermore, Company shall not use the Licensed Technology (or any Confidential Information contained therein) to design or develop any technology or product that intentionally generates codec bit streams, file formats or protocols that are altered or incompatible with those used by Microsoft's current (as of the Effective Date) version of the Windows Media Player.

#### 5.2 Distribution of Object and/or Source Code to Microsoft Windows Media Licensees.

(a) In distributing Developed Technology to other Microsoft Windows Media Licensees, Company may distribute Developed Technology in object code form to any Microsoft Windows Media Licensee and Company may distribute Developed Technology in source code form only to those Microsoft Windows Media Licensees who have executed a Windows Media Components Interim Product Agreement, or a Windows Media Format Components Source Development Agreement ("Microsoft Windows Media Source Code Licensee").

(b) Prior to any distribution of Interim Products containing Developed Technology in object and/or source code form to any third party ("Potential Authorized Licensee"), Company shall check the list of Microsoft Windows Media Licensees made available by Microsoft on a website designated for such purpose or otherwise ("Licensee List"). As of the Effective Date, such website is accessible at <https://go.microsoft.com/fwlink/?linkid=301271>. If such Potential Authorized Licensee is listed as a Microsoft Windows Media Licensee, company may distribute such Interim Products in object code form to such Potential Authorized Licensee. If such Potential Authorized Licensee is listed as a Microsoft Windows Media Source Code Licensee, Company may distribute such Interim Products in object and/or source code form to such Potential Authorized Licensee. If such Potential Authorized Licensee is not listed, Company must submit to Microsoft in writing and via email to the general notice contact in **Exhibit B** a request for authorization to distribute Interim Products containing Developed Technology to such Potential Authorized Licensee. Microsoft will use commercially reasonable efforts to respond to such request to confirm whether the Potential Authorized Licensee is a Microsoft Windows Media Licensee or a Microsoft Windows Media Source Code Licensee within twenty (20) business days of receipt. Microsoft will provide Company with written notice indicating (i) whether or not Company's Potential Authorized Licensee is a Microsoft Windows Media Licensee that has obtained from Microsoft all rights necessary to obtain Interim Products containing Developed Technology in object code form supplied by Company and (ii) whether or not Company's Potential Authorized Licensee is a Microsoft Windows Media Source Code Licensee that has obtained from Microsoft all rights necessary to distribute Interim Products containing Developed Technology in source code form supplied by Company.

(c) Microsoft may provide Company with written or electronic notice that a Microsoft Windows Media Licensee is no longer a Microsoft Windows Media Licensee or no longer a Microsoft Windows Media Source Code Licensee ("Former Licensee"). Within ten (10) business days of receiving such notice, Company shall cease all distribution or licensing of Interim Products containing Developed Technology in object and/or source code form, as applicable, to such Former Licensee. In addition, Company shall check the Licensee List at least once every calendar quarter in order to verify that each third party that Company has distributed Interim Products containing Developed Technology under Section 5.2(a) is still a Microsoft Windows Media Licensee or a Microsoft Windows Media Source Code Licensee, as applicable. If, when Company checks the Licensee List, a third party is no longer listed as a Microsoft Windows Media Licensee or a Microsoft Windows Media Source Code Licensee, as applicable, Company shall, within ten (10) business days of the date that Company learns the third party is a Former Licensee, cease all distribution or licensing of Interim Products containing Developed Technology to such Former Licensee.

(d) In all written agreements Company enters into with Microsoft Windows Media Licensees under which Company distributes Interim Product(s) containing Developed Technology to such Microsoft Windows Media Licensee, Company shall include the following term: “This product includes technology owned by Microsoft and cannot be used or distributed further without a license from Microsoft.”

**5.3** Servers. Company shall not use the Networking Protocols components of the Licensed Technology to design or develop any technology or product whose primary purpose is to distribute digital audio and/or video content (including, without limitation, a cache, proxy, gateway or streaming server).

**5.4** Proprietary Rights Notices. To the extent reasonably requested by Microsoft, Company shall display a proprietary rights notice in the form requested by Microsoft to protect Microsoft’s rights in the Licensed Technology. Company shall not remove or obscure and shall retain in the Developed Technology, any copyright, trademark or patent notices that appear on the Licensed Technology.

**5.5** Trademark Usage. Company shall not refer to any Developed Technology in any manner that may create the appearance that Company is the owner or developer of the Licensed Technology.

**5.6** Purchasers of Company’s Interim Products. Before Company distributes any Interim Products or Developed Technology, Company shall require the recipient of such Products to acknowledge in writing the following notice: “This product includes technology owned by Microsoft and cannot be used or further distributed without a license from Microsoft.”

**5.7** Notice to Purchasers. Company shall place the following statement in a prominent position in at least one of the following places: (i) on the physical housing of each Interim Product, (ii) the header files of the code, or (iii) in the accompanying documentation: “This product is protected by certain intellectual property rights of Microsoft and cannot be used or further distributed without a license from Microsoft.”

**5.8** API Access. To the extent that Company makes the Licensed Technology functionality that is included in the Developed Technology portion of Interim Products available via an API, interface, or similar mechanism, Company will provide recipients of the Interim Products the right and means to close such mechanisms and/or make such mechanisms available only to their own applications.

**5.9** No Microsoft Warranties. Company shall not make any representation or warranty to any third parties (including Microsoft Windows Media Licensees) on behalf of Microsoft or any Microsoft Affiliate.

**5.10** Authorized Contractors. If Company engages third party installers, testers and/or contract manufacturers (other than independent contractors covered under Section 9.2) who are not themselves Microsoft Windows Media Licensees (“Authorized Contractors”) to reproduce, install, or test Developed Technology on or into Company’s Interim Product, Company shall:

- (a) Notify Microsoft in writing of the identity of the Authorized Contractor prior to engaging the Authorized Contractor;
- (b) Engage such Authorized Contractors under a written agreement that obligates the Authorized Contractor to the same (or greater) obligations relative to the Developed Technology as Company agrees to under this Agreement;
- (c) Use commercially reasonable efforts to correct any breach of this Agreement caused by an Authorized Contractor immediately upon discovery of such breach. Such action shall include, without limitation, providing written notice to such Authorized Contractor to suspend its activity related to the Developed Technology under its agreement with Company; and
- (d) Agree to be liable for any acts or omissions by the Authorized Contractor which if performed or not performed by Company would be a breach of this Agreement.

## **6. Reporting**

As reasonably requested by Microsoft (no more often than once per year), Company shall provide Microsoft with a list of the companies (including quantities and a description of Developed Technology and/or Interim Products shipped) to whom Company and its Affiliates have distributed Developed Technology and/or Interim Products. For the avoidance of doubt, Company is not required to provide lists of companies to whom Company’s Channel Entities may have distributed Developed Technology and/or Interim Products. Company agrees that Microsoft may provide information from, and/or reasonably redacted copies of, Company’s report under this Section 6 to those parties identified on Company’s report as may be reasonably necessary solely to confirm any payment obligations of such applicable party, so long as Microsoft requires such parties to maintain the confidentiality of the information contained in Company’s report and to restrict use of such report only to confirm such party’s payment obligations. Company also agrees that Microsoft may corroborate Company’s report with reports or information received from: (i) other Microsoft Windows Media Licensees, or (ii) other parties claiming to have received Developed Technology from Company. Company shall: (i) provide reasonable assistance to Microsoft with respect to Microsoft’s corroboration efforts, (ii) not object to the reasonable transfer of information as described above and (iii) maintain as Confidential Information of Microsoft any information supplied by Microsoft relative to other Microsoft Windows Media Licensee’s reports.

## **7. Demonstrations**

Microsoft hereby grants to Company a non-exclusive, personal, non-transferable, non-assignable, world-wide license to use and publicly display executable versions of Developed Technology in Interim Products solely for purposes of demonstrating Company’s Interim Products that contain Developed Technology for trade press and potential customers. Company’s demonstration of Interim Products containing Developed Technology must not in any way disclose or reveal the source code or trade secrets of the Licensed Technology or any other Microsoft Confidential Information. In such demonstrations, Company shall prominently indicate that the Company Interim Product contains Developed Technology based upon technology licensed from Microsoft. Company shall not distribute or authorize any third parties to distribute, any demonstration units of Company’s Interim Products that contain Developed Technology, except as otherwise provided in this Agreement.

## **8. Company Patents**

**8.1** License to Company Patents. As partial, material consideration for the rights granted to Company under this Agreement:

(a) Company, on behalf of itself and its Affiliates agrees to grant to Microsoft and its Affiliates, and all other Microsoft Windows Media Licensees a nonexclusive, nontransferable, non-sublicenseable, non-assignable, personal, worldwide license under Company's and its Affiliates' Necessary Claims to make, have made, use, import, offer to sell, sell and otherwise distribute directly or indirectly implementations of the Licensed Technology in any products and services on fair and reasonable terms and conditions. The foregoing agreement to grant does not apply to unique features in Company's Developed Technology, Interim Products or Final Products separate from the Licensed Technology.

(b) Company agrees that any transfer or assignment of a patent or patent application having Company's or its Affiliates' Necessary Claims to a third party shall be subject to this Agreement and shall not affect any licenses granted hereunder or agreed to be granted hereunder. Any purported assignment or transfer of rights in derogation of the foregoing requirement shall be null and void.

**8.2 Defensive Suspension.** If Microsoft, Company, or any of their Affiliates (the "**Sued Party**") is sued for patent infringement by any entity, including either party to this Agreement or its Affiliates (the "**Suing Party**"), on account of the manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Sued Party's implementation of the Licensed Technology, then the Sued Party and its Affiliates may terminate all license grants and any other rights provided under this Agreement, or withhold the grant of licenses to its Necessary Claims, to the Suing Party and its Affiliates. Any such termination or withholding shall be applicable only against the Suing Party and its Affiliates.

**8.3 VC-1 Joint Patent Licensing Program.** Company's obligations under Section 8.1 as to those Necessary Claims which are available for license under an independently administered joint patent licensing program covering the SMPTE VC-1 Standard (currently known as the MPEG LA VC-1 Joint Patent Licensing Program, and referred to herein as the "**VC-1 Pool**") shall be deemed fulfilled if Company is a licensor under the VC-1 Pool, but only so long as Company remains a licensor under the VC-1 Pool and only with respect to the scope of license granted under the VC-1 Pool license.

## **9. Confidentiality and Feedback**

**9.1 Protection of Confidential Information.** Each party shall protect the Confidential Information of the other party from unauthorized disclosure or dissemination and use no less than that degree of care it uses to protect its own like information, which shall not be less than a reasonable degree of care. Neither party shall use the Confidential Information of the other party for purposes other than those necessary to directly further the purposes of this Agreement. Neither party shall disclose the Confidential Information of the other party to third parties without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information.

**9.2 Use On Site.** Except as otherwise expressly authorized pursuant to Section 5.10, the Licensed Technology and Deliverables may be used only at Company's premises and only by (i) Company's independent contractors who are individuals; and (ii) Company's employees provided that such independent contractors and employees (x) have a need to know for the purposes of creating the Developed Technology for Company (y) have executed under a suitable written non-disclosure agreement that does not permit disclosure or use except as permitted under this Agreement; and (z) are engaged on a basis such that, as between Company and such independent contractors and/or employees performing the services, Company is the sole and exclusive owner of all intellectual property rights, confidential information and materials arising from any work created by such contractors and employees. Company is liable for any breach of this Agreement by any independent contractor and/or employee of Company and its Affiliates.

**9.3 Residuals.** Each party is free to use for any purpose the Residuals resulting from access to or work with the Confidential Information of the other party, provided that it maintains the confidentiality of the Confidential Information as provided herein. The term "**Residuals**" means information in non-tangible form, which may be retained in the minds of persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party has any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing does not grant a license or any other rights under either party's copyrights or patents.

**9.4 No Feedback from Company.** Company shall not provide suggestions, comments, or other feedback, including, but not limited to code enhancements and bug fixes, ("Feedback") to Microsoft with respect to the Licensed Technology or other Confidential Information. If Company desires to provide such Feedback, Company shall inform Microsoft and the parties shall enter into a separate agreement (or amendment to this Agreement) governing the same.

**9.5 Judicial Order.** Either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that such party either (i) gives the other party reasonable notice prior to such disclosure to allow it a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Company shall not disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this paragraph.

## **10. Press Releases**

Neither party shall issue any press releases or similar communications regarding the subject matter of this Agreement without the prior written approval of the other party. The content, timing and necessity of such press releases or similar public communications must be agreed upon in writing by both parties. Notwithstanding the foregoing, Company consents to Microsoft's listing (i) Company as a licensee of the Licensed Technology at an appropriate Microsoft web page; and (ii) Company Interim Products containing Developed Technology at an appropriate Microsoft web page. Nothing in this Agreement grants either party the right to use any logo or trademark of the other party.

## **11. Non-Exclusive; Independent Development**

Company has no obligation to market, sell or otherwise distribute any Developed Technology, either alone or in any of its products. Nothing in this Agreement restricts either party's ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license,

develop, manufacture or distribute, similar technology performing the same or similar functions as the technology contemplated by this Agreement, or to market and distribute such similar technology in addition to, or in lieu of, the technology contemplated by this Agreement. Nothing in this Agreement prohibits Company from using or including in its products other codec bit streams, media or file formats, protocols, or other like technologies.

## 12. Warranties

### 12.1 Warranties.

(a) Microsoft and Company each represent and warrant that it has the full power to enter into this Agreement.

(b) Company further represents and warrants that (i) it is entering into this Agreement for the bona fide purpose of commercially developing Interim Products designed to be included in Final Products; (ii) it has legal authority to bind itself and its Affiliates to the terms and conditions of this Agreement to the same extent as if each such Affiliate had executed this Agreement individually; and (iii) neither it, nor any of its Affiliates have assigned any patent or patent application having one or more claims which otherwise would fall under the definition of a Necessary Claim in anticipation of entering into this Agreement.

**12.2 DISCLAIMER OF FURTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY, ITS SUPPLIERS AND AFFILIATES PROVIDE THE DELIVERABLES, THE LICENSED TECHNOLOGY, DEVELOPED TECHNOLOGY, INTERIM PRODUCTS, FINAL PRODUCTS, AND CONFIDENTIAL INFORMATION (ALL OF THE FOREGOING COLLECTIVELY THE “**MATERIALS**”) AND ANY TESTING OR SUPPORT SERVICES RELATED TO THE MATERIALS (“**SUPPORT SERVICES**”) “AS IS” AND WITH ALL FAULTS. EACH PARTY, ITS SUPPLIERS AND AFFILIATES HEREBY DISCLAIM WITH RESPECT TO THE MATERIALS AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY, OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NONINFRINGEMENT.

## 13. Intellectual Property Claims Indemnification by Microsoft

**13.1 Scope.** With regard to any third party claim made against Company or its Affiliates that the Licensed Technology infringes any third party intellectual property rights, Company shall promptly notify Microsoft in writing of such claim. At Company’s written request, Microsoft agrees to defend Company and its Affiliates at Microsoft’s expense in a lawsuit, judicial action, or similar proceeding, and pay the amount of any adverse final judgment (or settlement to which Microsoft consents) from such lawsuit, judicial action, or similar proceeding, (i) for any third party claim(s) that the Licensed Technology infringes any trade secret, copyright or trademark rights enforceable in any Included Jurisdictions or any patent(s) issued and enforceable in any Included Jurisdictions as of the Effective Date, other than claim(s) based on alleged infringement by an implementation of a Disclosed Standard, including but not limited to, the SMPTE VC-1 Standard, for which no defense or indemnity obligation from Microsoft applies; or (ii) for any third party claim based upon any breach of this Agreement by Microsoft. Such lawsuits, judicial actions or similar proceedings are referred to as “**Microsoft Claims**”. “**Included Jurisdictions**” means Australia, Canada, China, the European Union, Japan, Korea, Mexico, Norway, Singapore, Switzerland, Taiwan, and the United States.

**13.2 Conditions.** With regard to any Microsoft Claim, Microsoft’s obligations are subject to the following conditions:

(a) Company must promptly notify Microsoft in writing of the Microsoft Claim;

(b) Company must allow Microsoft to have sole control over defense and/or settlement of the Microsoft Claim, so long as Microsoft does not enter into a settlement that requires Company to make a payment to a third party or assume another obligation (other than those relating to the use or non-use of the Licensed Technology) without Company’s consent, which shall not be unreasonably withheld or delayed;

(c) Company must provide Microsoft with reasonable assistance in the defense of the Microsoft Claim; and

(d) With respect to a Microsoft Claim based upon allegations of patent infringement, Microsoft’s obligations to defend and pay the amount of any adverse final judgment (or settlement to which Microsoft consents) are limited to claims wherein the Licensed Technology alone, without combination or modification, constitutes infringement (including direct or contributory infringement).

**13.3 Other Remedies.** In addition to the obligations set forth in Section 13.1 above, if Microsoft receives information concerning a Microsoft Claim or potential Microsoft Claim, Microsoft may, at its expense, but without obligation to do so, undertake further actions such as:

(a) procuring for Company such copyright, trademark or patent right(s) or license(s) as may be necessary to resolve the Microsoft Claim, or

(b) replacing or modifying the Licensed Technology or trademark to make it non-infringing (in which case Company shall cease distribution of the allegedly infringing Licensed Technology or use of the allegedly infringing trademark within such commercially reasonable period after delivery of the non-infringing alternative as is necessary to deplete Company’s then-existing inventory of Interim Products, provided, however, that (i) Microsoft shall have no obligation to indemnify Company for Interim Products using the allegedly infringing Licensed Technology or trademark that are distributed by Company after Microsoft provides the non-infringing alternative, and (ii) Company shall indemnify Microsoft for any liability or damage Microsoft may incur in connection with such allegedly infringing Interim Products distributed by Company after Microsoft provides the non-infringing alternative).

#### 14. Interim Product Indemnification by Company

**14.1** Scope. At Microsoft's written request, Company agrees to defend Microsoft and its Affiliates at Company's expense in a lawsuit, judicial action, or similar proceeding and pay the amount of any adverse final judgment (or settlement to which Company consents) from such lawsuit, judicial action, or similar proceeding, for any third party claim(s) based upon (i) features, attributes, or brand names present in Interim Products containing Developed Technology wherein such features, attributes, or brand names are not present in the Licensed Technology; or (ii) any breach of this Agreement by Company. Such lawsuits or other judicial actions are referred to as a "**Company Claims.**"

**14.2** Conditions. With regard to any Company Claim, Company's obligations are subject to the following conditions:

- (a) Microsoft must promptly notify Company in writing of the Company Claim;
- (b) Microsoft must allow Company to have sole control over defense and/or settlement of the Company Claim, so long as Company does not enter into a settlement that requires Microsoft to make a payment to a third party or assume another obligation without Microsoft's consent, which shall not be unreasonably withheld or delayed;
- (c) Microsoft must provide Company with reasonable assistance in the defense of the Company Claim; and
- (d) With respect to a Company Claim based upon allegations of patent infringement, Company's obligations to defend and pay a Company Claim are limited to claims wherein such features or attributes of the Interim Product alone (excluding the Licensed Technology), without combination or modification, constitutes infringement (including direct or contributory infringement).

#### 15. Termination

**15.1** Term. The term of this Agreement commences as of the Effective Date and will continue until December 31, 2022, unless earlier terminated pursuant to Sections 15.2-15.3.

**15.2** Termination By Either Party For Cause. Either party may terminate this Agreement immediately upon written notice at any time if:

- (a) The other party is in breach of any provision of this Agreement, other than those contained in Section 9 and fails to cure that breach within thirty (30) days after written notice thereof;
- (b) The other party is in material breach of Section 9; or
- (c) Subject to applicable law, a party becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

**15.3** Termination by Company for Convenience. Company may terminate this Agreement at any time upon thirty (30) days prior written notice to Microsoft.

**15.4** Effect of Termination.

- (a) Following the expiration or any termination of this Agreement for any reason, all licenses granted to Company terminate and Company shall return or destroy and certify destruction of all copies of Deliverables, Developed Technology and anything else which embodies Microsoft's Confidential Information in the possession of Company, its Affiliates, and its and their independent contractors and Authorized Contractors in a writing reasonably acceptable to Microsoft within ten (10) business days of expiration or the effective date of termination.
- (b) Sections 1, 4.4, 4.5 (but only with respect to activities occurring prior to termination or expiration of this Agreement) 4.6, 8, (but only to Necessary Claims on inventions having an effective filing date earlier than one (1) year after termination or expiration of this Agreement) 9, 11, 12, 13 (but only as to claims arising prior to termination or expiration of this Agreement), 14 (but only as to claims arising prior to termination or expiration of this Agreement), 15.4, 16 and 17 survive the expiration or any termination of this Agreement.
- (c) Neither party is liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.
- (d) Nothing in this Agreement obligates Company upon termination or expiration of this Agreement to reacquire Interim Products containing Developed Technology that were distributed by Company prior to termination or expiration.

#### 16. Limitation Of Liabilities

**16.1** LIMITATION OF AMOUNTS OF MICROSOFT'S LIABILITY; EXCLUSIVE REMEDY. COMPANY AGREES THAT TOTAL, CUMULATIVE LIABILITY OF MICROSOFT AND ITS AFFILIATES, WHETHER IN CONTRACT (INCLUDING ANY PROVISION OF THIS AGREEMENT), TORT, OR OTHERWISE SHALL NOT EXCEED TWO HUNDRED THOUSAND UNITED STATES DOLLARS (US\$200,000). EXCEPT AS PROVIDED IN THE FINAL SENTENCE OF THIS SECTION, COMPANY'S AND ITS AFFILIATES' EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY MICROSOFT OR A MICROSOFT AFFILIATE WILL BE THE RECOVERY OF DAMAGES INCURRED, LIMITED TO THE FOREGOING AMOUNT. MICROSOFT'S OBLIGATIONS IN SECTION 13 WITH RESPECT TO THE PAYMENT OF ADVERSE FINAL JUDGMENTS (OR SETTLEMENT TO WHICH MICROSOFT CONSENTS) IN CONNECTION WITH MICROSOFT CLAIMS ARE SUBJECT TO THE LIMITATION OF LIABILITY IN THIS SECTION, BUT MICROSOFT'S OBLIGATIONS WITH RESPECT TO DEFENDING COMPANY AND ITS AFFILIATES AGAINST SUCH MICROSOFT CLAIMS ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY IN THIS SECTION. NOTHING IN THIS SECTION LIMITS COMPANY'S ABILITY TO TERMINATE THIS AGREEMENT.



**16.2** LIMITATION OF AMOUNTS OF COMPANY'S LIABILITY; EXCLUSIVE REMEDY. MICROSOFT AGREES THAT TOTAL, CUMULATIVE LIABILITY OF COMPANY AND ITS AFFILIATES WHETHER IN CONTRACT (INCLUDING ANY PROVISION OF THIS AGREEMENT), TORT, OR OTHERWISE SHALL NOT EXCEED FIFTEEN MILLION UNITED STATES DOLLARS (US\$15,000,000), EXCEPT IN CASES WHERE SUCH LIABILITY IS BASED ON INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS PROVIDED IN THE FINAL SENTENCE OF THIS SECTION, MICROSOFT AND ITS AFFILIATES' EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY COMPANY OR ITS AFFILIATES WILL BE THE RECOVERY OF DAMAGES INCURRED, LIMITED TO THE FOREGOING AMOUNTS. NOTHING IN THIS SECTION LIMITS MICROSOFT'S ABILITY TO SEEK AND OBTAIN INJUNCTIVE RELIEF OR OTHER EQUITABLE REMEDIES OR TO TERMINATE THIS AGREEMENT.

**16.3** EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF TYPES OF LIABILITY. EXCEPT WITH RESPECT TO AMOUNTS PAYABLE TO THIRD PARTIES IN CONNECTION WITH THE INDEMNITY OBLIGATIONS HEREUNDER, MISUSE OF THE OTHER PARTIES' INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION AND/OR AS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, LOST PROFITS, LOST REVENUE OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE LICENSED TECHNOLOGY AND/OR INTERIM PRODUCTS. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT OR PRODUCT LIABILITY. THIS EXCLUSION AND LIABILITY LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 17. General

**17.1** Notices. All notices and requests in connection with this Agreement are deemed given as of the day they are received by the recipient either by electronic mail, messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as stated in the Addresses Schedule, set forth in **Exhibit B**. Company shall keep the contact information current and follow Microsoft's requirements for updating such information.

**17.2** Independent Contractors. Nothing in this Agreement should be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between the parties. Neither party has the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except to the extent (if any) provided for in this Agreement.

**17.3** Taxes. In the event taxes are required to be withheld on payments made by Company to Microsoft under this Agreement by any U.S. (state or federal) or foreign government, Company may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority, provided that within (60) days of such payment, Company delivers to Microsoft an official receipt for any such taxes withheld or other documents necessary to enable Microsoft to claim a U.S.A Foreign Tax Credit. Company shall use reasonable efforts to minimize such taxes to the extent permissible under applicable law.

**17.4** Governing Law. This Agreement shall be construed and controlled by the laws of the State of Washington. Venue over all disputes arising under or related to this Agreement must be in the state and federal courts within the State of Washington or the federal courts within the State of New York, but in either case Washington law shall apply. Both Company and Microsoft waive all defenses of lack of personal jurisdiction and forum non conveniens for actions commenced in those courts. Process may be served on either party in the manner authorized by applicable law or court rule. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees, costs and other expenses.

**17.5** Export Restrictions. Company acknowledges that the Licensed Technology is subject to U.S. export jurisdiction. Company shall comply with all applicable international and national laws that apply to the Licensed Technology, including the U.S. Export Administration Regulations, as well as end-user, end use and destinations restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

**17.6** English Language. This Agreement is written only in the English language, which language will be controlling in all respects. Versions of this Agreement in any other language are only for accommodation and are not binding upon the parties. To be effective, any communications or notices to be made or given pursuant to this Agreement must be in the English language, except as may be required under applicable law.

**17.7** Assignment. Company may not assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law or otherwise, except with the express written consent of Microsoft, and any attempted assignment by Company in violation of this Section is void.

**17.8** Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The parties and their respective counsel have had an opportunity to review this Agreement which will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

**17.9** Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement, including any Exhibits attached hereto, which are incorporated by this reference, constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and

Microsoft by their respective authorized representatives. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission is deemed effective as delivery of an originally executed counterpart of this Agreement.

**Exhibits**

**Exhibit A – Description of Licensed Technology, Deliverables, and License Fees**

**Exhibit B - Address Schedule**

SAMPLE

## EXHIBIT A

### DESCRIPTION OF LICENSED TECHNOLOGY, DELIVERABLES, AND LICENSE FEES

#### Licensed Technology:

- Windows Media Audio Decoder (includes Standard, Lossless, Professional, Voice versions and ASF Reader)
- Windows Media Video Decoder (includes all Profiles and Levels of Windows Media Video and ASF Reader)
- Windows Media Audio Encoder (includes Standard and Voice versions and ASF Writer)
- Windows Media Video Encoder (includes all Profiles and Levels and ASF Writer)

#### License Fee:

License Fee: \$5,000.00 (F44-00218)

#### Deliverables:

#### Decoder Technology:

- Windows Media Audio Decoder. The source code form of Microsoft's Windows Media Audio Decoder and certain optimizations (if any), including applicable Specifications, associated documentation, test bitstreams, and libraries in object code form, as well as media, printed materials, and "online" or electronic documentation. The Windows Media Audio Decoder includes the following versions:
  - WM Audio 9 Standard (includes ASF reader sample code)
  - WM Audio 9 Lossless
  - WM Audio 10 Professional
  - WM Audio 9 Voice
- Windows Media Video 9 Decoder. The source code form of Microsoft's Windows Media Video 9 Decoder and certain optimizations (if any), including applicable Specifications, associated documentation, test bitstreams, and libraries in object code form, as well as media, printed materials, and "online" or electronic documentation. The Windows Media Video Decoder includes the following technologies:
  - WM Video 9 Decoder (including all Profiles and Levels)  
Note: Windows Media Video v9 is Microsoft's implementation of the SMPTE VC-1 specification.

#### Encoder Technology:

- Windows Media Audio Encoder. The source code form of Microsoft's Windows Media Audio Encoder with ASF Writer, including applicable Specifications, and associated documentation and libraries in object code form, as well as media, printed materials, and "online" or electronic documentation. The Windows Media Audio Encoder includes the following technologies:
  - ASF Writer
  - WM Audio 8 Standard
  - WM Audio 9 Voice (Includes WM Audio 9 Voice Decoder)  
Note: Video Encoder (requires WM Audio 8 Standard Encoder and ASF Writer)
- Windows Media Video 9 Encoder. The source code form of Microsoft's Windows Media Video 9 Encoder with ASF Writer, including applicable Specifications, associated documentation, and libraries in object code form, as well as media, printed materials, and "online" or electronic documentation. The Windows Media Video Encoder includes the following technologies:
  - ASF Writer
  - WM Video 9 Encoder (including all Profiles and Levels)

**EXHIBIT B  
ADDRESSES SCHEDULE  
GENERAL NOTICES**

**Company Primary Agreement Contact\***

**Microsoft Contact Information**

Company Name:	Microsoft Corporation
Primary Contact Name:	DMD Licensing
Street Address:	One Microsoft Way
City and State / Province:	Redmond, Washington 98052
Country and Postal Code:	USA
Primary Contact Phone Number:	Phone Number: (425) 882-8080
Primary Contact Title:	
Primary Contact Email Address:	WMLA@microsoft.com
	<p><b>Copies of all Company GENERAL NOTICES shall be sent to DMD Licensing at the address above, with an additional copy to:</b></p> <p>Microsoft Corporation One Microsoft Way Redmond, Washington USA 98052 Attention: Law and Corporate Affairs</p>

\* The person listed as the Company Primary Contact will receive copies of ALL communications related to this Agreement, including the execution copies and signed originals.

**DELIVERABLES and TECHNICAL INFORMATION**

**Company Technical Contact\*\* (Ship To Contact)**

Company Name:
Street Address:
City and State / Province:
Country and Postal Code:
Contact Name:
Contact Phone Number:
Contact Title:
Contact Email:

\*\* The person(s) listed as the Company Technical Contact will be the only contact granted access to the Deliverables and will receive all communications regarding technical issues. Additional Technical Contacts may be added after the agreement is executed emailing [wmla@microsoft.com](mailto:wmla@microsoft.com)

**BILLING**

**Company Billing Contact\*\*\***

**Microsoft Billing Information**

Company Name:	Microsoft Corporation
Street Address:	c/o Bank of America 1401 Elm Street
City and State / Province:	Dallas, TX 75202
Country and Postal Code:	USA
VAT Number:	ABA # 0260-0959-3 (for bank wires)SWIFT Code: BOFAUS3N Account # 3750891058 Beneficiary: Microsoft Corporation
Contact Name:	<b>Company shall include applicable MS invoice number(s) on all Payments</b>
Contact Title:	<b>Send Payments via Wire Transfer Only</b>
Contact Phone Number:	
Contact Email:	

**\*\*\*The person listed as the Company Billing Contact will receive all communications regarding invoicing and collections.**

SAMPLE