

SEPARATION AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS

This Separation Agreement and Full and Final Release of Claims (“Agreement”) is presented to you on April 27, 2017. To accept this Agreement, please sign, date, and return it to Amanda Kiser via overnight mail, with delivery confirmation, by May 7, 2017. Alternatively, you may return the signed Agreement to Amanda Kiser via electronic means by May 7, 2017 and send the original via U.S. regular mail no later than one business day after the electronic transmission.

1. Separation from Employment. I, Yin Wang, acknowledge that my employment with Microsoft Corporation (“Microsoft”), ended effective April 19, 2017 (“Separation Date”). I wish to receive the consideration described in Paragraph 2 below, to which I would not be otherwise entitled, and in exchange for that consideration I have chosen to sign this Agreement. I acknowledge that my execution of this Agreement is knowing and voluntary. I have had a reasonable period of time in which to consider whether to sign this Agreement. No coercion or undue influence has been exerted on me to execute this Agreement. I understand, and Microsoft agrees, that my departure will be characterized as a resignation in Microsoft’s personnel database.

2. Consideration. Following my execution of this Agreement, and in exchange (consideration) for the promises I make in this Agreement, Microsoft agrees to waive my repayment of my cash bonus of Twenty-Five Thousand Dollars (\$25,000.00) Microsoft is otherwise entitled to recoup due to my voluntary resignation before July 11, 2017, pursuant to my Offer Letter dated May 19, 2016 (attached). I acknowledge that this is valuable consideration to me. I further understand that, under any applicable stock option grant agreements, I must exercise any and all vested stock options within the time period set forth in the applicable grant agreement.

3. General Release of Claims. I agree, on behalf of myself and my marital community, heirs, executors, successors and assigns, to release (*i.e.*, give up) all known and unknown claims in all jurisdictions that I currently have against any of the Released Parties in connection with my employment by Microsoft or its termination. For purposes of this Agreement, the Released Parties include: Microsoft and any of its current and former parents, subsidiaries, affiliates, related companies, joint ventures, their predecessors and successors, and with respect to each such entity, all of its past, present and future officers, directors, agents, shareholders, administrators, representatives, employees, attorneys, insurers, successor or assigns. I understand and agree that this release includes, but is not limited to, any and all claims or causes of action arising under:

1. Any federal law relating to employment discrimination, termination of employment, benefits, wages, reasonable accommodation, or rights of disabled employees, such as the Americans with Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Title VII of the 1964 Civil Rights Act, the Employee Retirement Income Security Act of 1974, and the Worker Adjustment and Retraining Notification Act.
2. Any state, local or foreign law relating to employment discrimination, termination of employment, benefits, wages, reasonable accommodation, or rights of disabled employees, such as the Fair Employment and Housing Act, the Washington Law Against Discrimination, California Labor Code sections 200 et seq., any claim for wages, and any applicable California Industrial Welfare Commission Wage Order.
3. Any other basis for legal or equitable relief whether based on express or implied contract, tort, statute, regulation, ordinance, common law, or other legal or equitable ground applicable in any jurisdiction.

I understand that I am not waiving any claims that the law does not permit me to waive, nor am I waiving any claims arising from events occurring after the date I sign this Agreement. For purposes of the preceding sentence, and by way of example and not limitation, I agree that my separation from Microsoft is not an event occurring after the date I sign this Agreement. I acknowledge that termination of my employment is permanent and the Released Parties have no obligation to notify me of employment opportunities or to offer me employment in any capacity after the Separation Date.

The releases contained in this Agreement are intended to extend to all claims that I may have against Microsoft, known or unknown, suspected or unsuspected, and I expressly waive all rights that I may have under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I understand and agree that claims or facts in addition to or different from those which I now know or believe to exist may hereafter be discovered. It is my intention to settle fully and release all of the claims I now have against Microsoft and the Released parties, whether known or unknown, suspected or unsuspected, except as to claims that cannot lawfully be released.

4. No Admission of Wrongdoing. I agree that this Agreement is not an admission of guilt or wrongdoing by the Released Parties and I acknowledge that the Released parties do not believe or admit that they have done anything wrong. Except as specifically identified below my signature, I have not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive. **I understand that nothing in this Agreement prevents me from filing or prosecuting a charge with any administrative agency relating to any released claims;** however, I agree that I will not seek any damages or other relief for myself, and waive any claim for damages, and/or other personal relief.

Further, I agree to cause the withdrawal or dismissal with prejudice of any claim I have purported to waive in this Agreement. If I am ever awarded or recover any amount as to a claim I have purported to waive in this Agreement, I agree that the amount of any award or recovery shall be reduced by the amounts I was paid under this Agreement, with the setoff being appropriately adjusted for my return of any such amounts. If such a setoff is not effected, I promise to pay, or assign my right to receive, the amount that should have been setoff to Microsoft.

5. Confidentiality and Non-Disparagement. I agree to keep all details surrounding my separation and this Agreement in strict confidence except to my immediate family and financial and legal advisors on a need-to-know basis. I agree that if I do share this Agreement or any information in it with the any of the aforementioned individuals, I will instruct such person(s) that the information is strictly confidential and that they may not share it with anyone. To the extent permitted by law, I also agree not to disparage or to induce or encourage others to disparage Microsoft or its officers or directors. I further agree that the confidentiality and non-disparagement obligations set forth in this paragraph are material terms of the Agreement, that Microsoft would not have entered into this Agreement without my agreement to them, and that breach of either or both of these obligations could cause Microsoft irreparable injury. If Microsoft

establishes a breach of either or both of these obligations, I agree that Microsoft shall be entitled to recover from me, at Microsoft's option, either the sum of Ten Thousand Dollars (\$10,000.00) as liquidated damages, or actual damages, but not both types of damages, as well as reasonable attorney's fees and costs incurred to enforce the Agreement. Notwithstanding the preceding, I understand that nothing in this Agreement interferes with or precludes my participation in any government investigation, proceeding, or exercise of rights provided by the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other government agency. I further understand that the Defend Trade Secrets Act of 2016 provides immunity and protection from retaliation for the disclosure of trade secrets under certain limited circumstances, as detailed further in Microsoft's Non-Disclosure Policy.

6. Cooperation. I agree that, upon reasonable request, I will cooperate with Microsoft, its subsidiaries and affiliates, and any of their officers, directors, agents, employees, attorneys and advisors in Microsoft's investigation of, preparation for, and prosecution or defense of any matter(s) brought by or against Microsoft or any Released Party, including without limitation litigation concerning: (a) facts or circumstances about which I have any actual or alleged knowledge or expertise that was obtained during my employment with Microsoft or (b) any of my acts or omissions, real or alleged, of my employment with Microsoft. I agree that, upon reasonable notice, I will appear and provide full and truthful testimony in proceedings associated with the above referenced matters, provided that Microsoft shall reimburse me for all reasonable travel expenses associated with the giving of testimony and shall work with me as reasonably practicable to schedule the activities contemplated by this paragraph so as not to unreasonably interfere with my other commitments.

7. Limits on Participation in Other Claims. I agree not to provide assistance to any current, former, or future Microsoft employee to initiate, pursue, or raise any complaints, concerns, claims, or litigation of any kind against the Released Parties, unless compelled to do so by a valid subpoena or court order. If compelled to testify or otherwise provide evidence in any proceeding, I will provide Microsoft with immediate notice of receipt of an order or other demand for my participation by giving notice to Amy Pannoni, Assistant General Counsel, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, in sufficient time for Microsoft to oppose such testimony or participation. To the extent prohibited by law, this paragraph does not prevent me from participating in government investigations.

8. No Future Employment with Microsoft or Affiliates. I understand and agree that, as a condition of receiving the consideration described in Paragraph 2, I will not be entitled to any future employment with Microsoft or any subsidiary, joint venture, or affiliate of Microsoft in which Microsoft owns an interest of 50 percent or more (collectively, "Microsoft or its Affiliates"). I further agree that I will not accept, apply for, or otherwise seek future employment by Microsoft or its Affiliates, and that I will not institute or join any action, lawsuit or proceeding against Microsoft or its Affiliates for any failure to employ me. I understand and agree that if I breach any obligation set forth in this paragraph, including by applying for and/or accepting future employment with any of the Released Parties, such breach will constitute lawful and sufficient basis for the termination of any such employment.

9. Third Party References. I agree to direct any and all third party reference requests within two years of my separation from Microsoft to the designated employment verification line at 1-800-996-7566. The Microsoft employer code for the verification line is 10328. I understand I must provide such third parties with my social security number in order for them to verify my Microsoft employment.

10. Return of Company Property. As required by the Microsoft Corporation Employee Agreement that I signed, and which is attached as Exhibit A ("Employee Agreement"), I agree to return to Microsoft

immediately my Microsoft cardkey(s), corporate American Express card and phone card, if any, and any other Microsoft Property in my possession or control, including but not limited to hardware, software, email files, source code, memos, notes, OneNote notebooks, tables, spreadsheets, PowerPoint decks, white papers, reports, financial or marketing data, status reports, customer lists, customer contact information, personnel data, and any other proprietary or confidential data, documents and materials in any form or media (collectively, "Microsoft Property"). I also warrant that I have permanently deleted all Microsoft Property from any non-Microsoft computer, electronic device, storage device, storage system, or storage service that is in my possession or under my control, including (without limitation) desktop and laptop computers, mobile telephones, tablet devices, memory sticks, disks, and hard drives. I acknowledge and agree that nothing in this Agreement is intended to, nor shall it, relieve me of any obligation I have under the Employee Agreement. I understand that the Employee Agreement remains fully binding and enforceable according to its terms.

11. Entire Agreement. I acknowledge that this Agreement contains the entire agreement of Microsoft and me as to matters discussed in it except as set forth in Paragraph 10 and that it merges any and all prior written and oral communications concerning those matters. Other than what is expressly stated in this Agreement, no different or additional promises or representations of any kind have been made to induce me to sign this Agreement, which I sign freely and in the absence of any coercion or duress whatsoever. I acknowledge and agree that this Agreement satisfies the necessary conditions regulating such separation and release agreements in all applicable jurisdictions. I understand that the terms of this Agreement may not be modified, amended or superseded except by a subsequent written agreement signed by myself and the undersigned Microsoft representative.

12. Choice of Law and Forum. I agree that the laws of the State of Washington will govern in any action brought by either myself or Microsoft to interpret or enforce the terms of this Agreement, without regard to principles of conflicts of laws that would call for the application of the substantive law of any jurisdiction other than the State of Washington. I further agree that any dispute arising in connection with the execution and/or operation of this Agreement or the Employee Agreement referenced above will be determined in a Washington court of competent jurisdiction, to whose personal jurisdiction I agree to submit. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable (with the exception of the Release contained in Paragraph 3), the remainder of this Agreement will remain fully valid and enforceable. To the extent any terms of this Agreement are called into question, all provisions shall be interpreted in a manner that would make them consistent with current law.

13. Enforcement of Agreement. Any dispute over the terms of or obligations under this Agreement shall be resolved by final and binding arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis on behalf of others. Employee and Company agree to bring any dispute in arbitration before JAMS, pursuant to the JAMS Streamlined Arbitration Rules & Procedures (which can be reviewed at <http://www.jamsadr.com/rules-streamlined-arbitration/>). Both parties waive any rights to a jury trial or a bench trial in connection with the resolution of any dispute under this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and/or costs incurred to enforce this Agreement.

14. Consideration Period. I agree that I have been provided the opportunity to consider for ten (10) days whether to enter into this Agreement.

I ALSO ACKNOWLEDGE ALL OF THE FOLLOWING:

(A) I HAVE CAREFULLY READ AND HAVE VOLUNTARILY SIGNED THIS AGREEMENT;

(B) I FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT, INCLUDING THE WAIVER OF CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT; AND

(C) I FULLY UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT IN ANY WAY MY RIGHT OR ABILITY TO FILE A CHARGE WITH OR PARTICIPATE IN AN INVESTIGATION OR PROCEEDING CONDUCTED BY ADMINISTRATIVE AGENCIES. I FULLY UNDERSTAND THAT I RETAIN THE RIGHT TO COMMUNICATE WITH THESE AGENCIES AND SUCH COMMUNICATION IS NOT LIMITED BY ANY NON-DISPARAGEMENT AND/OR CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT.

(D) I AM HEREBY ADVISED OF MY RIGHT TO CONSULT, AND HAVE BEEN GIVEN ADEQUATE TIME TO REVIEW MY LEGAL RIGHTS WITH, AN ATTORNEY OF MY CHOICE.

EMPLOYEE:

Yin Wang

Date

MICROSOFT CORPORATION:

By _____

Date

Following is a list of any presently pending claims, lawsuits, etc. I have against any of the Released Parties (please list precisely, including case or charge numbers):