

## **INTERVIEW RELEASE**

Microsoft Alumni Network (the "Company"), desires to interview and record such interview and use and publicize the name, likeness, and other personal characteristics and private information of the individual named below ("I" or "me") for use on in connection with a video recording relating to the celebration of Microsoft's 50<sup>th</sup> anniversary and related advertising, promotion and commercial uses (the "Work").

In exchange for the value I will gain by participating in the interview and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I irrevocably grant Company permission to interview me (the "Interview"), to film, record, and photograph the Interview (the "Recording"), and to use the Interview, the Recording, and my name, likeness, and other personal characteristics and information in connection with the Work, according to the terms and conditions set forth in this Interview Release ("Release").

I hereby irrevocably permit, authorize, and license Company to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use and distribute, and permit others to use and distribute the Interview, the Recording, and the Work, solely for the purposes set forth in this Release, including my name, image, likeness, appearance, and voice as they appear in the Interview, Recording, and Work, on a perpetual basis throughout the world, in any medium or format whatsoever whether now existing or hereafter created including without limitation internet streaming and downloading, websites, other digital transmission methods, mobile applications and print publications, on any platform whatsoever whether now existing or hereafter created and in connection with any and all ancillary uses without further consent from or any royalty, payment, or other compensation to me. The foregoing license grant does not include the right to create Al derivatives of my likeness or voice. Further, Company will request approval of any material and substantive edits to the Interview, and if I do not, within seven (7) days after receipt of the request, object or respond in writing, the request shall be deemed approved (email is sufficient for both the request and my response).

Further, I hereby irrevocably permit, authorize, and license Company to use and distribute, and permit others to use and distribute, my name, likeness, appearance, voice, professional and personal biographical information, and all materials created by or on behalf of Company that incorporate any of the foregoing ("Materials"), solely in connection with the Work and advertising and promotion of the Work and the Company's business, products, and services, on a perpetual basis throughout the world, in any medium or format whatsoever whether now existing or hereafter created, including without limitation internet streaming and downloading, websites, other digital transmission methods, mobile applications, and print publications, on any platform whatsoever whether now existing or hereafter created, without further consent from or any royalty, payment, or other compensation to me.

I agree that Company is and will be the sole and exclusive owner of all rights, title, and interest in and to the Work, the Interview, the Recording, and the Materials, including without limitation all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, I agree that the results and proceeds of my services in connection with the Interview and Recording are works made for hire for Company as defined in Section 101 of the



Copyright Act of 1976. To the extent the Interview, the Recording, the Materials, or any part thereof does not qualify as, or otherwise fails to be, a work made for hire, I shall, and hereby do, (a) assign, transfer, and otherwise convey to Company, irrevocably and in perpetuity, throughout the universe, all of my right, title, and interest, if any, in and to the Interview, the Recording, and the Materials, including without limitation all copyright and other intellectual property rights (which shall include, without limitation, all registration, renewal, and reversion rights) and the right to register and sue to enforce such copyrights against infringers; and (b) irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral in the Interview, the Recording, and the Materials.

To the extent that I provide or otherwise make available any pre-existing information or other materials ("Interviewee Materials") to the Company, I hereby grant to Company the nonexclusive and irrevocable right and license to use, reproduce, display, distribute, publicly perform, exhibit, and otherwise exploit such Interviewee Materials solely as part of or in connection with the Work, including in any and all advertising and promotion of the Work, as Company determines in its sole discretion. I reserve all rights not expressly granted to Company under this Release.

I hereby represent and warrant that: (a) I am the sole owner of the Interviewee Materials or the authorized agent of the owner and have the full right, power, and authority to grant the rights and licenses to the Interviewee Materials set forth herein; and (b) the Interviewee Materials are free from any claims or encumbrances, and no consents from, or payments to, any third party are required for or by my grant of rights to Company hereunder or for or by Company's exercise of such rights. I agree to indemnify, defend, and hold harmless Company and the Authorized Persons from and against any losses, damages, liabilities, judgments, settlements, penalties, costs, or expenses arising out of or in connection with any third-party claim, suit, action or proceeding relating to any actual or alleged: claim that the Interviewee Materials, or the use of the Interviewee Materials as permitted under this Release, infringe, misappropriate or violate the intellectual property rights of a third party in any way.

Company has no obligation to create or use the Work, the Interview, the Interviewee Materials, the Recording, or any Materials, or to exercise any rights granted by this Release. I acknowledge and agree that, except as set forth herein, I have no right to review or approve the Work, the Interview, the Recording, or the Materials before they are used by Company or at any other time and that Company has no liability to me for any editing or alteration of the Work, the Interview, the Recording, or the Materials, or for any distortion or other effects resulting from Company's editing, alteration, or use of the Work, the Interview, the Recording, or the Materials, or Company's presentation of me. Except as set forth herein, any acknowledgment or credit accorded to me in connection with the Work or the Materials will be determined by Company in Company's sole discretion.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for infringement, libel, defamation, rights of publicity, injury, or any similar claim in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from Company's exercise of its rights under this Release and the use and exploitation of the Work, the Interview, the



Interviewee Materials, the Recording, and the Materials, and whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such Claim against Company, and forever release and discharge Company from liability under such Claims. I understand that Company is relying on this Release and will incur significant expense in reliance on this Release. I agree that this Release cannot be terminated, rescinded, or modified. I waive my right to injunctive and other equitable relief in the event of a dispute with Company. I will not have the right to enjoin or interfere with the production, distribution, exploitation, advertising, or promotion of the Interview, the Recording, the Materials, or the Work.

I represent and warrant to Company that I am at least 18 years of age and have full right, power, and authority to enter into this Release and grant the rights granted hereunder. I further represent and warrant to Company that I will provide only true and correct information in the Interview and that my participation in the Interview, and Company's use of the Interview, the Recording, and the Materials, and the rights and license granted hereunder, do not, and will not, violate any right of, or conflict with, or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required.

This Release is my complete understanding regarding the subject matter contained herein. It supersedes all prior and contemporaneous understandings, agreements, representations, and written and oral warranties regarding such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Company may assign this Release and its rights hereunder, in whole or in part, to any party. This Release will be binding on and will inure to the benefit of Company and me and our respective successors and assigns. All matters arising out of or relating to this Release will be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in King County, Washington, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.



THIS RELEASE PROVIDES THE COMPANY WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING THE COMPANY TO PUBLICIZE AND COMMERCIALLY EXPLOIT MY NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.