

MICROSOFT CORPORATION

Computer Vision- Face Data Collection Participation Form

Moderator ID



(Microsoft use only)

Thank you for volunteering to participate in a Microsoft Corporation Computer Vision Face data collection participation program ("**Program**"). The Program will consist of one or more projects and sessions. You have no obligation to participate in the Program, and you may end your participation at any time upon written notice to us.

This Program involves the collection of data and information ("User Data") relating to one or more of the following:

- Images and/or video recordings containing your image (physical characteristics)
- Other information including ancestry, sex at birth and self-identification, age, height, hair length, facial hair, headwear, and eyewear
- Skin tone measurement

We apply this User Data in the development, improvement, testing and operation of current and future Microsoft products and services. For example, we use User Data to create and improve AI biometric technologies such as people and body movement analysis, face matching or face recognition.

In exchange for payment or other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give Microsoft my permission for its use of the User Data in accordance with the terms and conditions set forth in this form.

Materials & Feedback; Use of Vendor

You grant Microsoft your permission to collect, transfer and store your User Data and record your sessions for the Program in the United States and in other countries where Microsoft conducts business, by any means and in any format and media (collectively with User Data, the "**Materials**"). Microsoft will own the Materials and you assign to Microsoft all rights, title and interest in and to the Materials, subject to any underlying intellectual property or privacy rights you may have in the content of the Materials ("**Additional Rights**"). You also grant Microsoft the right to use, reproduce, perform, display, distribute, and exercise all other rights in the Additional Rights and in any comments or documents that you provide ("**Feedback**") to Microsoft concerning the products and services presented to you during or in any manner related to the Program. Feedback is entirely voluntary. Microsoft may use a third-party vendor or consultant on its behalf to perform Microsoft's obligations and exercise its rights as described in this form.

Most importantly, you grant Microsoft the right to use your User Data, including your name, likeness, image, voice and biographical information as part of the Materials and in connection with the Feedback for all purposes of the Program, including the development, improvement, testing and operation of current and future Microsoft products and services. The rights you grant in this paragraph are perpetual. They will apply throughout the world and may be exercised by any methods now known or later developed.

Microsoft will not use your name or likeness in order to promote or market products and services unless you have separately agreed to such marketing uses. If we store and retain user names or aliases, we will not store User Data directly with your personal information and User Data will only be stored using User ID Numbers on a secure database that can only be accessed by Microsoft employees and its vendors, working on this or a related project, and for the purposes of the project. The User Data will be retained for as long as it serves a legitimate business purpose. Microsoft retains all of its rights in any materials given to you in connection with any research project. You may request to terminate your participation in the Program by written request to Microsoft. You may also request in writing deletion of your personal data (which may or may not include User Data), if any, collected by Microsoft during your participation in the Program. Please note that, where possible, Microsoft takes steps to de-identify your User Data so that it is no longer associated with you and Microsoft may continue to use such data for the purposes defined herein.

Optional Approval: Microsoft may make your User Data available as part of a Data Set that may be promoted publicly and accessible for download online to third parties who agree to use this User Data and Data Set for evaluation and testing of Microsoft's product and services (e.g., such as testing for accuracy and fairness of our products and services).

While Microsoft will take steps to prevent access to such Dataset by third parties who have not agreed to these terms, You understand and accept that Microsoft may not be able to fully control those third parties actual use and/or share the Dataset with others.

☐ **Yes**, I approve of Microsoft making my User Data available to third parties for the above purpose.

☐ **No**, Microsoft may not make my User Data available to third parties for the above purpose.

Confidentiality

Each research project in the Program is confidential, and you agree to: (a) never disclose it to anyone else (unless a court or government orders you to); and (b) keep it secret as you would your own confidential information. Microsoft does not consider all information about research projects to be confidential. If you legally received information from someone other than Microsoft, and that person was entitled to share the information with you and did not obligate you to keep it secret, you may not be obligated to keep that information secret. The same holds true for information Microsoft disclosed to someone else without obligation to keep it secret and for

information that you develop independently. Microsoft is not required to keep the Materials or Feedback confidential. If you have entered into a separate Microsoft Non-Disclosure Agreement ("NDA"), then that NDA (and not this paragraph) will govern confidentiality concerning the research projects.

If at any time you violate your obligations under this Participation Form or your NDA (if applicable), in addition to any other rights or remedies Microsoft may have under the law, Microsoft may suspend or terminate your access to Microsoft online services (e.g., Microsoft Account).

If you are a Microsoft employee, as part of your employment with Microsoft, you signed a nondisclosure provision in Microsoft Corporation Employee Agreement and are bound by Microsoft's confidential information policy located at https://microsoft.sharepoint.com/:w:/r/sites/MS_Policy/_layouts/15/WopiFrame.aspx?sourcedoc=%7B547c9e5d-a8da-4de4-9580-ce496b2df039%7D&action=default. You have agreed to protect Microsoft's confidential information. That means you may not share Microsoft's confidential information with anyone outside Microsoft, unless you are required to do so by a court order, to comply with other government demands that have the force of law, or to meet your fiduciary duties in your legal or financial role at Microsoft. Even within Microsoft, you should only share confidential information on a "need to know" basis with people you are 100% sure already know about the project. If you are not certain if someone within Microsoft "needs to know," you should check with Program leadership or the person who asked you to sign this form. We are trusting you by sharing this information with you. You must not disclosure, publish, or otherwise reveal Microsoft's confidential information to your friends, family or any other third party at any time.

Your Authority to Participate; Release

You represent that (a) you have the full right and authority to sign this Participation Form, (b) you are not a minor (unless your legal guardian signs this Participation Form below), (c) the rights you grant to Microsoft under this Participation Form will not be limited by any other contract or obligation, including any agreement with any union or guild, and (d) you will not disclose to Microsoft any non-public information, whether yours or a third party's, without notifying Microsoft in advance. In addition, you agree to release Microsoft and its affiliates from any and all claims that you may have now or in the future related to your participation in the research projects and this Program. Whether or not a gratuity is provided, you acknowledge that you will receive exposure and other valuable consideration for participating in the research projects and this Program, and that Microsoft will expend time and incur costs in reliance on your consent to this Participation Form.

To the maximum extent permitted by applicable law, I hereby waive any and all rights or benefits I may have, had or may in the future have against Microsoft in connection with this form, the Materials, including any recordings, my name and likeness and/or the use thereof under §1542 of the California Civil Code and every like provision in any other domestic and foreign jurisdiction, which provides as follows:

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.

Law that applies; jurisdiction and venue.

The laws of the State of Washington govern this agreement and your participation in the Program. If federal jurisdiction exists, each of us consents to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, each of us consents to exclusive jurisdiction and venue in the Superior Court of King County, Washington.

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Please confirm you have read, understand and agree to the terms in this Participation Form by signing it below. Thank you for your contribution, and we look forward to your participation in the Program.

Participant Signature

Participant Name (print)

Date

Address, City & State, Zip Code

Consent of Parent or Guardian (Required if participant is under 18)

I have read this Participation Form and agree to its terms on participant's behalf. I give my consent to participant's execution of this form. I agree not to revoke my consent.

Signature of Parent of Guardian

Name (print)