

This Agreement ("Agreement") is entered into as of 20<sup>th</sup> April 2012 ("**Effective Date**") by and between **Microsoft Corporation (India) Private Limited**, having its office at 9th Floor, Tower A, DLF Cyber Greens, DLF Cyber Citi, Sector 25A, Phase-III Gurgaon-122002, Haryana ("MC IPL"), and "Maya Agarwal", having address/office at Ubisoft Entertainment India Pvt. Ltd. Kumar Cerebrum Building-3, Level-6 Kalyaninagar Landmark: Gold Adlabs Pune - 411006.

MC IPL and Maya Agarwal are hereinafter also referred to as '**Parties**' collectively and '**Party**' individually.

WHEREAS MC IPL has conducted the Program, called "i unlock joy" for students/developers/organizations during the period 1<sup>st</sup> August 2011 to 26<sup>th</sup> January 2012 (Program Period) for encouraging development of applications for Windows Phones

AND WHEREAS, You have been selected, pursuant to the Program terms and conditions, to receive a Windows Phone device ("WP").

WHEREAS MC IPL is desirous to give the above WP to You, solely for the purpose of learning, developing and testing Windows Phone applications ("**Purpose**") and You have agreed to undertake this activity without any charge or fees and for your own academic or research benefit.

THEREFORE, for and in consideration of the terms and conditions below, the Parties agree as follows:

1. MC IPL shall give the WP of following specification to You for above said purposes:
  - i. Manufacturer: Nokia
  - ii. Model Name: Lumia 710
  - iii. IMEI Number (filled by dispatch agency): 359300041833584
2. MC IPL is agreeing to give You the WP on non-returnable basis.
3. MC IPL is agreeing to give you the WP without any fee or money.
4. In the event You develop any application by using the WP, the complete ownership of that application shall vest with You alone and that MC IPL shall not have any right or ownership on that application or on the IP associated with that application.

**Cost and Expenses:**

Neither party shall pay any fees nor any other cost or expenses to the other under this Agreement. Each party shall be responsible for any expenses incurred by such Party pursuant to this Agreement.

**Independent Contractor:**

The Parties are independent entities and neither Party is an employee, agent, servant, representative, partner, or joint venture of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.

**Injunctive Relief:**

In the event of any breach or threatened breach of this Agreement by a Party, then, in addition to any other relief to which it may be entitled, the other Party shall be entitled to seek injunctive or other equitable relief without proof of damages or inadequate remedies at law.

**No Warranty:**

No warranty is provided for the hardware or for the software of the WP given under this Agreement.

**Governing Law:**

This Agreement shall be governed by the laws of India and will be subject to the jurisdiction of the Courts in Delhi.

IN WITNESS WHEREOF the Parties have set their hands to this Agreement on the date, month and year mentioned herein above.

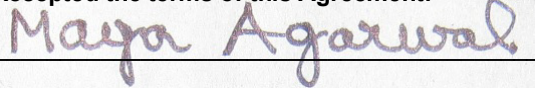
for Microsoft Corporation (India) Private Limited

**Authorized Signatory**

Name: Srikrupa Srinivasan

Designation: Group Finance Manager India

**Agreed & Accepted the terms of this Agreement:**

Signature: 

Full Name: Maya Agarwal

Status: Student

Full Address : Ubisoft Entertainment India Pvt. Ltd. Kumar Cerebrum, Building-3, Level-6. Kalyaninagar. Pune – 411006. (Landmark: Gold Adlabs)