

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended June 30, 2019

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Transition Period From _____ to _____

Commission File Number 001-37845

MICROSOFT CORPORATION

WASHINGTON
(STATE OF INCORPORATION)

91-1144442
(I.R.S. ID)

ONE MICROSOFT WAY, REDMOND, WASHINGTON 98052-6399

(425) 882-8080

www.microsoft.com/investor

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol | Name of exchange on which registered |
|---|----------------|--------------------------------------|
| COMMON STOCK, \$0.00000625 par value per share | MSFT | NASDAQ |
| 2.125% Notes due 2021 | MSFT | New York Stock Exchange |
| 3.125% Notes due 2028 | MSFT | New York Stock Exchange |
| 2.625% Notes due 2033 | MSFT | New York Stock Exchange |

Securities registered pursuant to Section 12(g) of the Act:

NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of December 31, 2018, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$769.6 billion based on the closing sale price as reported on the NASDAQ National Market System. As of July 29, 2019, there were 7,635,409,400 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive Proxy Statement to be delivered to shareholders in connection with the Annual Meeting of Shareholders to be held on December 4, 2019 are incorporated by reference into Part III.

MICROSOFT CORPORATION
FORM 10-K
For the Fiscal Year Ended June 30, 2019
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Note About Forward-Looking Statements

This report includes estimates, projections, statements relating to our business plans, objectives, and expected operating results that are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements may appear throughout this report, including the following sections: “Business” (Part I, Item 1 of this Form 10-K), “Risk Factors” (Part I, Item 1A of this Form 10-K), and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” (Part II, Item 7 of this Form 10-K). These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties that may cause actual results to differ materially. We describe risks and uncertainties that could cause actual results and events to differ materially in “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Quantitative and Qualitative Disclosures about Market Risk” (Part II, Item 7A of this Form 10-K). Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they are made. We undertake no obligation to update or revise publicly any forward-looking statements, whether because of new information, future events, or otherwise.

PART I

ITEM 1. BUSINESS

GENERAL

Embracing Our Future

Microsoft is a technology company whose mission is to empower every person and every organization on the planet to achieve more. We strive to create local opportunity, growth, and impact in every country around the world. Our platforms and tools help drive small business productivity, large business competitiveness, and public-sector efficiency. They also support new startups, improve educational and health outcomes, and empower human ingenuity.

We continue to transform our business to lead in the new era of the intelligent cloud and intelligent edge. We bring technology and products together into experiences and solutions that unlock value for our customers. In this next phase of innovation, computing is more powerful and ubiquitous from the cloud to the edge. Artificial intelligence (“AI”) capabilities are rapidly advancing, fueled by data and knowledge of the world. Physical and virtual worlds are coming together with the Internet of Things (“IoT”) and mixed reality to create richer experiences that understand the context surrounding people, the things they use, the places they go, and their activities and relationships. A person’s experience with technology spans a multitude of devices and has become increasingly more natural and multi-sensory with voice, ink, and gaze interactions.

What We Offer

Founded in 1975, we develop and support software, services, devices, and solutions that deliver new value for customers and help people and businesses realize their full potential.

We offer an array of services, including cloud-based solutions that provide customers with software, services, platforms, and content, and we provide solution support and consulting services. We also deliver relevant online advertising to a global audience.

Our products include operating systems; cross-device productivity applications; server applications; business solution applications; desktop and server management tools; software development tools; and video games. We also design, manufacture, and sell devices, including PCs, tablets, gaming and entertainment consoles, other intelligent devices, and related accessories.

The Ambitions That Drive Us

To achieve our vision, our research and development efforts focus on three interconnected ambitions:

- Reinvent productivity and business processes.
- Build the intelligent cloud and intelligent edge platform.
- Create more personal computing.

Reinvent Productivity and Business Processes

We are in a unique position to empower people and organizations to succeed in a rapidly evolving workplace. Computing experiences are evolving, no longer bound to one device at a time. Instead, experiences are expanding to many devices as people move from home to work to on the go. These modern needs, habits, and expectations of our customers are motivating us to bring Microsoft Office 365, Windows platform, devices, including Microsoft Surface, and third-party applications into a more cohesive Microsoft 365 experience.

Our growth depends on securely delivering continuous innovation and advancing our leading productivity and collaboration tools and services, including Office, Microsoft Dynamics, and LinkedIn. Microsoft 365 brings together Office 365, Windows 10, and Enterprise Mobility + Security to help organizations empower their employees with AI-backed tools that unlock creativity, increase teamwork, and fuel innovation, all the while enabling compliance coverage and data protection. Microsoft Teams is core to our vision for the modern workplace as the digital hub that creates a single canvas for teamwork, conversations, meetings, and content. Microsoft Relationship Sales solution brings together LinkedIn Sales Navigator and Dynamics to transform business to business sales through social selling. Dynamics 365 for Talent with LinkedIn Recruiter and Learning gives human resource professionals a complete solution to compete for talent. Microsoft Power Platform empowers employees to build custom applications, automate workflow, and analyze data no matter their technical expertise.

These scenarios represent a move to unlock creativity and inspire teamwork, while simplifying security and management. Organizations of all sizes can now digitize business-critical functions, redefining what customers can expect from their business applications. This creates an opportunity for us to reach new customers and increase usage and engagement with existing customers.

Build the Intelligent Cloud and Intelligent Edge Platform

Companies are looking to use digital technology to fundamentally reimagine how they empower their employees, engage customers, optimize their operations, and change the very core of their products and services. Partnering with organizations on their digital transformation is one of our largest opportunities and we are uniquely positioned to become the strategic digital transformation platform and partner of choice.

Our strategy requires continued investment in datacenters and other hybrid and edge infrastructure to support our services. Microsoft Azure is a trusted cloud with comprehensive compliance coverage and AI-based security built in.

Our cloud business benefits from three economies of scale: datacenters that deploy computational resources at significantly lower cost per unit than smaller ones; datacenters that coordinate and aggregate diverse customer, geographic, and application demand patterns, improving the utilization of computing, storage, and network resources; and multi-tenancy locations that lower application maintenance labor costs.

As one of the two largest providers of cloud computing at scale, we believe we work from a position of strength. Being a global-scale cloud, Azure uniquely offers hybrid consistency, developer productivity, AI capabilities, and trusted security and compliance. We see more emerging use cases and needs for compute and security at the edge and are accelerating our innovation across the spectrum of intelligent edge devices, from IoT sensors to gateway devices and edge hardware to build, manage, and secure edge workloads. With Azure Stack, organizations can extend Azure into their own datacenters to create a consistent stack across the public cloud and the intelligent edge. Our hybrid infrastructure consistency spans identity, data, compute, management, and security, helping to support the real-world needs and evolving regulatory requirements of commercial customers and enterprises. We are accelerating our development of mixed reality solutions, with new Azure services and devices such as HoloLens 2. The opportunity to merge the physical and digital worlds, when combined with the power of Azure cloud services, unlocks the potential for entirely new workloads which we believe will shape the next era of computing.

The ability to convert data into AI drives our competitive advantage. Azure SQL Database makes it possible for customers to take Microsoft SQL Server from their on-premises datacenter to a fully managed instance in the cloud to utilize built-in AI. We are accelerating adoption of AI innovations from research to products. Our innovation helps every developer be an AI developer, with approachable new tools from Azure Machine Learning Studio for creating simple machine learning models, to the powerful Azure Machine Learning Workbench for the most advanced AI modeling and data science.

On October 25, 2018, we completed our acquisition of GitHub, Inc. (“GitHub”), a service that millions of developers around the world rely on to write code together. The acquisition is expected to empower developers to achieve more at every stage of the development lifecycle, accelerate enterprise use of GitHub, and bring Microsoft’s developer tools and services to new audiences.

Create More Personal Computing

We strive to make computing more personal by putting users at the core of the experience, enabling them to interact with technology in more intuitive, engaging, and dynamic ways. In support of this, we are bringing Office, Windows, and devices together for an enhanced and more cohesive customer experience.

Windows 10 continues to gain traction in the enterprise as the most secure and productive operating system. It empowers people with AI-first interfaces ranging from voice-activated commands through Cortana, inking, immersive 3D content storytelling, and mixed reality experiences. Windows also plays a critical role in fueling our cloud business and Microsoft 365 strategy, and it powers the growing range of devices on the “intelligent edge.” Our ambition for Windows 10 monetization opportunities includes gaming, services, subscriptions, and search advertising.

We are committed to designing and marketing first-party devices to help drive innovation, create new device categories, and stimulate demand in the Windows ecosystem. We recently expanded our Surface family of devices with the Surface Hub 2S, which brings together Microsoft Teams, Windows, and Surface hardware to power teamwork for organizations.

We are mobilizing to pursue our expansive opportunity in the gaming industry, broadening our approach to how we think about gaming end-to-end, from the way games are created and distributed to how they are played and viewed. We have a strong position with our Xbox One console, our large and growing highly engaged community of gamers on Xbox Live, and with Windows 10, the most popular operating system for PC gamers. We will continue to connect our gaming assets across PC, console, and mobile, and work to grow and engage the Xbox Live member network more deeply and frequently with services like Mixer and Xbox Game Pass. Our approach is to enable gamers to play the games they want, with the people they want, on the devices they want.

Our Future Opportunity

Customers are looking to us to accelerate their own digital transformations and to unlock new opportunity in this era of intelligent cloud and intelligent edge. We continue to develop complete, intelligent solutions for our customers that empower users to be creative and work together while safeguarding businesses and simplifying IT management. Our goal is to lead the industry in several distinct areas of technology over the long-term, which we expect will translate to sustained growth. We are investing significant resources in:

- Transforming the workplace to deliver new modern, modular business applications to improve how people communicate, collaborate, learn, work, play, and interact with one another.
- Building and running cloud-based services in ways that unleash new experiences and opportunities for businesses and individuals.
- Applying AI to drive insights and act on our customer’s behalf by understanding and interpreting their needs using natural methods of communication.
- Using Windows to fuel our cloud business and Microsoft 365 strategy, and to develop new categories of devices – both our own and third-party – on the intelligent edge.
- Inventing new gaming experiences that bring people together around their shared love for games on any devices and pushing the boundaries of innovation with console and PC gaming by creating the next wave of entertainment.

Our future growth depends on our ability to transcend current product category definitions, business models, and sales motions. We have the opportunity to redefine what customers and partners can expect and are working to deliver new solutions that reflect the best of Microsoft.

OPERATING SEGMENTS

We operate our business and report our financial performance using three segments: Productivity and Business Processes, Intelligent Cloud, and More Personal Computing. Our segments provide management with a comprehensive financial view of our key businesses. The segments enable the alignment of strategies and objectives across the development, sales, marketing, and services organizations, and they provide a framework for timely and rational allocation of resources within businesses.

Additional information on our operating segments and geographic and product information is contained in Note 20 – Segment Information and Geographic Data of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).

Our reportable segments are described below.

Productivity and Business Processes

Our Productivity and Business Processes segment consists of products and services in our portfolio of productivity, communication, and information services, spanning a variety of devices and platforms. This segment primarily comprises:

- Office Commercial, including Office 365 subscriptions and Office licensed on-premises, comprising Office, Exchange, SharePoint, Microsoft Teams, Office 365 Security and Compliance, and Skype for Business, and related Client Access Licenses (“CALs”).
- Office Consumer, including Office 365 subscriptions and Office licensed on-premises, and Office Consumer Services, including Skype, Outlook.com, and OneDrive.
- LinkedIn, including Talent Solutions, Marketing Solutions, and Premium Subscriptions.
- Dynamics business solutions, including Dynamics 365, a set of cloud-based applications across ERP and CRM, Dynamics ERP on-premises, and Dynamics CRM on-premises.

Office Commercial

Office Commercial is designed to increase personal, team, and organizational productivity through a range of products and services. Growth depends on our ability to reach new users in new markets such as first-line workers, small and medium businesses, and growth markets, as well as add value to our core product and service offerings to span productivity categories such as communication, collaboration, analytics, security, and compliance. Office Commercial revenue is mainly affected by a combination of continued installed base growth and average revenue per user expansion, as well as the continued shift from Office licensed on-premises to Office 365. CALs provide certain Office Commercial products and services with access rights to our server products and CAL revenue is reported with the associated Office products and services.

Office Consumer

Office Consumer is designed to increase personal productivity through a range of products and services. Growth depends on our ability to reach new users, add value to our core product set, and continue to expand our product and service offerings into new markets. Office Consumer revenue is mainly affected by the percentage of customers that buy Office with their new devices and the continued shift from Office licensed on-premises to Office 365. Office Consumer Services revenue is mainly affected by the demand for communication and storage through Skype, Outlook.com, and OneDrive, which is largely driven by subscriptions, advertising, and the sale of minutes.

LinkedIn

LinkedIn connects the world's professionals to make them more productive and successful, and is the world's largest professional network on the Internet. LinkedIn offers services that can be used by customers to transform the way they hire, market, sell, and learn. In addition to LinkedIn's free services, LinkedIn offers three categories of monetized solutions: Talent Solutions, Marketing Solutions, and Premium Subscriptions, which includes Sales Solutions. Talent Solutions is comprised of two elements: Hiring, and Learning and Development. Hiring provides services to recruiters that enable them to attract, recruit, and hire talent. Learning and Development provides subscriptions to enterprises and individuals to access online learning content. Marketing Solutions enables companies to advertise to LinkedIn's member base. Premium Subscriptions enables professionals to manage their professional identity, grow their network, and connect with talent through additional services like premium search. Premium Subscriptions also includes Sales Solutions, which helps sales professionals find, qualify, and create sales opportunities and accelerate social selling capabilities. Growth will depend on our ability to increase the number of LinkedIn members and our ability to continue offering services that provide value for our members and increase their engagement. LinkedIn revenue is mainly affected by demand from enterprises and professional organizations for subscriptions to Talent Solutions and Premium Subscriptions offerings, as well as member engagement and the quality of the sponsored content delivered to those members to drive Marketing Solutions.

On November 16, 2018, LinkedIn acquired Glint, an employee engagement platform, to expand its Talent Solutions offerings.

Dynamics

Dynamics provides cloud-based and on-premises business solutions for financial management, enterprise resource planning ("ERP"), customer relationship management ("CRM"), supply chain management, and analytics applications for small and medium businesses, large organizations, and divisions of global enterprises. Dynamics revenue is driven by the number of users licensed, expansion of average revenue per user, and the continued shift to Dynamics 365, a unified set of cloud-based intelligent business applications.

Competition

Competitors to Office include software and global application vendors, such as Apple, Cisco Systems, Facebook, Google, IBM, Okta, Proofpoint, Slack, Symantec, Zoom, and numerous web-based and mobile application competitors as well as local application developers. Apple distributes versions of its pre-installed application software, such as email and calendar products, through its PCs, tablets, and phones. Cisco Systems is using its position in enterprise communications equipment to grow its unified communications business. Google provides a hosted messaging and productivity suite. Slack provides teamwork and collaboration software. Zoom offers videoconferencing and cloud phone solutions. Skype for Business and Skype also compete with a variety of instant messaging, voice, and video communication providers, ranging from start-ups to established enterprises. Okta, Proofpoint, and Symantec provide security solutions across email security, information protection, identity, and governance. Web-based offerings competing with individual applications have also positioned themselves as alternatives to our products and services. We compete by providing powerful, flexible, secure, integrated industry-specific, and easy-to-use productivity and collaboration tools and services that create comprehensive solutions and work well with technologies our customers already have both on-premises or in the cloud.

LinkedIn faces competition from online recruiting companies, talent management companies, and larger companies that are focusing on talent management and human resource services; job boards; traditional recruiting firms; and companies that provide learning and development products and services. Marketing Solutions competes with online and offline outlets that generate revenue from advertisers and marketers.

Dynamics competes with vendors such as Infor, NetSuite, Oracle, Salesforce.com, SAP, and The Sage Group to provide cloud-based and on-premise business solutions for small, medium, and large organizations.

Intelligent Cloud

Our Intelligent Cloud segment consists of our public, private, and hybrid server products and cloud services that can power modern business. This segment primarily comprises:

- Server products and cloud services, including SQL Server, Windows Server, Visual Studio, System Center, and related CALs, GitHub, and Azure.
- Enterprise Services, including Premier Support Services and Microsoft Consulting Services.

Server Products and Cloud Services

Our server products are designed to make IT professionals, developers, and their systems more productive and efficient. Server software is integrated server infrastructure and middleware designed to support software applications built on the Windows Server operating system. This includes the server platform, database, business intelligence, storage, management and operations, virtualization, service-oriented architecture platform, security, and identity software. We also license standalone and software development lifecycle tools for software architects, developers, testers, and project managers. GitHub provides a collaboration platform and code hosting service for developers. Server products revenue is mainly affected by purchases through volume licensing programs, licenses sold to original equipment manufacturers (“OEM”), and retail packaged products. CALs provide access rights to certain server products, including SQL Server and Windows Server, and revenue is reported along with the associated server product.

Azure is a comprehensive set of cloud services that offer developers, IT professionals, and enterprises freedom to build, deploy, and manage applications on any platform or device. Customers can use Azure through our global network of datacenters for computing, networking, storage, mobile and web application services, AI, IoT, cognitive services, and machine learning. Azure enables customers to devote more resources to development and use of applications that benefit their organizations, rather than managing on-premises hardware and software. Azure revenue is mainly affected by infrastructure-as-a-service and platform-as-a-service consumption-based services, and per user-based services such as Enterprise Mobility + Security.

Enterprise Services

Enterprise Services, including Premier Support Services and Microsoft Consulting Services, assist customers in developing, deploying, and managing Microsoft server and desktop solutions and provide training and certification to developers and IT professionals on various Microsoft products.

Competition

Our server products face competition from a wide variety of server operating systems and applications offered by companies with a range of market approaches. Vertically integrated computer manufacturers such as Hewlett-Packard, IBM, and Oracle offer their own versions of the Unix operating system preinstalled on server hardware. Nearly all computer manufacturers offer server hardware for the Linux operating system and many contribute to Linux operating system development. The competitive position of Linux has also benefited from the large number of compatible applications now produced by many commercial and non-commercial software developers. A number of companies, such as Red Hat, supply versions of Linux.

We compete to provide enterprise-wide computing solutions and point solutions with numerous commercial software vendors that offer solutions and middleware technology platforms, software applications for connectivity (both Internet and intranet), security, hosting, database, and e-business servers. IBM and Oracle lead a group of companies focused on the Java Platform Enterprise Edition that competes with our enterprise-wide computing solutions. Commercial competitors for our server applications for PC-based distributed client-server environments include CA Technologies, IBM, and Oracle. Our web application platform software competes with open source software such as Apache, Linux, MySQL, and PHP. In middleware, we compete against Java vendors.

Our database, business intelligence, and data warehousing solutions offerings compete with products from IBM, Oracle, SAP, and other companies. Our system management solutions compete with server management and server virtualization platform providers, such as BMC, CA Technologies, Hewlett-Packard, IBM, and VMware. Our products for software developers compete against offerings from Adobe, IBM, Oracle, and other companies, and also against open-source projects, including Eclipse (sponsored by CA Technologies, IBM, Oracle, and SAP), PHP, and Ruby on Rails.

We believe our server products provide customers with advantages in performance, total costs of ownership, and productivity by delivering superior applications, development tools, compatibility with a broad base of hardware and software applications, security, and manageability.

Azure faces diverse competition from companies such as Amazon, Google, IBM, Oracle, Salesforce.com, VMware, and open source offerings. Our Enterprise Mobility + Security offerings also compete with products from a range of competitors including identity vendors, security solution vendors, and numerous other security point solution vendors. Azure's competitive advantage includes enabling a hybrid cloud, allowing deployment of existing datacenters with our public cloud into a single, cohesive infrastructure, and the ability to run at a scale that meets the needs of businesses of all sizes and complexities. We believe our cloud's global scale, coupled with our broad portfolio of identity and security solutions, allows us to effectively solve complex cybersecurity challenges for our customers and differentiates us from the competition.

Our Enterprise Services business competes with a wide range of companies that provide strategy and business planning, application development, and infrastructure services, including multinational consulting firms and small niche businesses focused on specific technologies.

More Personal Computing

Our More Personal Computing segment consists of products and services geared towards harmonizing the interests of end users, developers, and IT professionals across all devices. This segment primarily comprises:

- Windows, including Windows OEM licensing ("Windows OEM") and other non-volume licensing of the Windows operating system; Windows Commercial, comprising volume licensing of the Windows operating system, Windows cloud services, and other Windows commercial offerings; patent licensing; Windows IoT; and MSN advertising.
- Devices, including Surface, PC accessories, and other intelligent devices.
- Gaming, including Xbox hardware and Xbox software and services, comprising Xbox Live transactions, subscriptions, cloud services, and advertising ("Xbox Live"), video games, and third-party video game royalties.
- Search.

Windows

The Windows operating system is designed to deliver a more personal computing experience for users by enabling consistency of experience, applications, and information across their devices. Windows OEM revenue is impacted significantly by the number of Windows operating system licenses purchased by OEMs, which they pre-install on the devices they sell. In addition to computing device market volume, Windows OEM revenue is impacted by:

- The mix of computing devices based on form factor and screen size.
- Differences in device market demand between developed markets and growth markets.
- Attachment of Windows to devices shipped.
- Customer mix between consumer, small and medium businesses, and large enterprises.
- Changes in inventory levels in the OEM channel.
- Pricing changes and promotions, pricing variation that occurs when the mix of devices manufactured shifts from local and regional system builders to large multinational OEMs, and different pricing of Windows versions licensed.
- Constraints in the supply chain of device components.
- Piracy.

Windows Commercial revenue, which includes volume licensing of the Windows operating system and Windows cloud services such as Microsoft Defender Advanced Threat Protection, is affected mainly by the demand from commercial customers for volume licensing and Software Assurance ("SA"), as well as advanced security offerings. Windows Commercial revenue often reflects the number of information workers in a licensed enterprise and is relatively independent of the number of PCs sold in a given year.

Patent licensing includes our programs to license patents we own for use across a broad array of technology areas, including mobile devices and cloud offerings.

Windows IoT extends the power of Windows and the cloud to intelligent systems by delivering specialized operating systems, tools, and services for use in embedded devices.

MSN advertising includes both native and display ads.

Devices

We design, manufacture, and sell devices, including Surface, PC accessories, and other intelligent devices. Our devices are designed to enable people and organizations to connect to the people and content that matter most using Windows and integrated Microsoft products and services. Surface is designed to help organizations, students, and consumers be more productive.

Gaming

Our gaming platform is designed to provide a unique variety of entertainment using our devices, peripherals, applications, online services, and content. We released Xbox One S and Xbox One X in August 2016 and November 2017, respectively. With the launch of the Mixer service in May 2017, offering interactive live streaming, and Xbox Game Pass in June 2017, providing unlimited access to over 100 Xbox titles, we continue to open new opportunities for customers to engage both on- and off-console. With our acquisition of PlayFab in January 2018, we enable worldwide game developers to utilize game services, LiveOps, and analytics for player acquisition, engagement, and retention. We have also made these services available for developers outside of the gaming industry.

Xbox Live enables people to connect and share online gaming experiences and is accessible on Xbox consoles, Windows-enabled devices, and other devices. Xbox Live is designed to benefit users by providing access to a network of certified applications and services and to benefit our developer and partner ecosystems by providing access to a large customer base. Xbox Live revenue is mainly affected by subscriptions and sales of Xbox Live enabled content, as well as advertising. We also continue to design and sell gaming content to showcase our unique platform capabilities for Xbox consoles, Windows-enabled devices, and other devices. Growth of our Gaming business is determined by the overall active user base through Xbox Live enabled content, availability of games, providing exclusive game content that gamers seek, the computational power and reliability of the devices used to access our content and services, and the ability to create new experiences via online services including game streaming, downloadable content, and peripherals.

Search

Our Search business, including Bing and Microsoft Advertising, is designed to deliver relevant online advertising to a global audience. We have several partnerships with other companies, including Verizon Media Group, through which we provide and monetize search queries. Growth depends on our ability to attract new users, understand intent, and match intent with relevant content and advertiser offerings.

Competition

Windows faces competition from various software products and from alternative platforms and devices, mainly from Apple and Google. We believe Windows competes effectively by giving customers choice, value, flexibility, security, an easy-to-use interface, and compatibility with a broad range of hardware and software applications, including those that enable productivity.

Devices face competition from various computer, tablet, and hardware manufacturers who offer a unique combination of high-quality industrial design and innovative technologies across various price points. These manufacturers, many of which are also current or potential partners and customers, include Apple and our Windows OEMs.

Our gaming platform competes with console platforms from Nintendo and Sony, both of which have a large, established base of customers. The lifecycle for gaming and entertainment consoles averages five to ten years. Nintendo released its latest generation console in March 2017 and Sony released its latest generation console in November 2013. We also compete with other providers of entertainment services through online marketplaces. We believe our gaming platform is effectively positioned against competitive products and services based on significant innovation in hardware architecture, user interface, developer tools, online gaming and entertainment services, and continued strong exclusive content from our own game franchises as well as other digital content offerings. Our video games competitors include Electronic Arts and Activision Blizzard. Xbox Live and our cloud gaming services face competition from various online marketplaces, including those operated by Amazon, Apple, and Google.

Our search business competes with Google and a wide array of websites, social platforms like Facebook, and portals that provide content and online offerings to end users.

OPERATIONS

We have operations centers that support operations in their regions, including customer contract and order processing, credit and collections, information processing, and vendor management and logistics. The regional center in Ireland supports the European, Middle Eastern, and African region; the center in Singapore supports the Japan, India, Greater China, and Asia-Pacific region; and the centers in Fargo, North Dakota, Fort Lauderdale, Florida, Puerto Rico, Redmond, Washington, and Reno, Nevada support Latin America and North America. In addition to the operations centers, we also operate datacenters throughout the Americas, Europe, Australia, and Asia, as well as in the Middle East and Africa.

To serve the needs of customers around the world and to improve the quality and usability of products in international markets, we localize many of our products to reflect local languages and conventions. Localizing a product may require modifying the user interface, altering dialog boxes, and translating text.

Our devices are primarily manufactured by third-party contract manufacturers. We generally have the ability to use other manufacturers if a current vendor becomes unavailable or unable to meet our requirements.

RESEARCH AND DEVELOPMENT

Product and Service Development, and Intellectual Property

We develop most of our products and services internally through the following engineering groups.

- *Cloud and AI*, focuses on making IT professionals, developers, and their systems more productive and efficient through development of cloud infrastructure, server, database, CRM, ERP, management and development tools, AI cognitive services, and other business process applications and services for enterprises.
- *Experiences and Devices*, focuses on instilling a unifying product ethos across our end-user experiences and devices, including Office, Windows, Enterprise Mobility and Management, and Surface.
- *AI and Research*, focuses on our AI innovations and other forward-looking research and development efforts spanning infrastructure, services, applications, and search.
- *LinkedIn*, focuses on our services that transform the way customers hire, market, sell, and learn.
- *Gaming*, focuses on connecting gaming assets across the range of devices to grow and engage the Xbox Live member network through game experiences, streaming content, and social interaction.

Internal development allows us to maintain competitive advantages that come from product differentiation and closer technical control over our products and services. It also gives us the freedom to decide which modifications and enhancements are most important and when they should be implemented. We strive to obtain information as early as possible about changing usage patterns and hardware advances that may affect software and hardware design. Before releasing new software platforms, and as we make significant modifications to existing platforms, we provide application vendors with a range of resources and guidelines for development, training, and testing. Generally, we also create product documentation internally.

We protect our intellectual property investments in a variety of ways. We work actively in the U.S. and internationally to ensure the enforcement of copyright, trademark, trade secret, and other protections that apply to our software and hardware products, services, business plans, and branding. We are a leader among technology companies in pursuing patents and currently have a portfolio of over 61,000 U.S. and international patents issued and over 26,000 pending. While we employ much of our internally-developed intellectual property exclusively in our products and services, we also engage in outbound licensing of specific patented technologies that are incorporated into licensees' products. From time to time, we enter into broader cross-license agreements with other technology companies covering entire groups of patents. We also purchase or license technology that we incorporate into our products and services. At times, we make select intellectual property broadly available at no or low cost to achieve a strategic objective, such as promoting industry standards, advancing interoperability, or attracting and enabling our external development community. Our increasing engagement with open source software will also cause us to license our intellectual property rights broadly in certain situations.

While it may be necessary in the future to seek or renew licenses relating to various aspects of our products, services, and business methods, we believe, based upon past experience and industry practice, such licenses generally can be obtained on commercially reasonable terms. We believe our continuing research and product development are not materially dependent on any single license or other agreement with a third party relating to the development of our products.

Investing in the Future

Our success is based on our ability to create new and compelling products, services, and experiences for our users, to initiate and embrace disruptive technology trends, to enter new geographic and product markets, and to drive broad adoption of our products and services. We invest in a range of emerging technology trends and breakthroughs that we believe offer significant opportunities to deliver value to our customers and growth for the Company. Based on our assessment of key technology trends, we maintain our long-term commitment to research and development across a wide spectrum of technologies, tools, and platforms spanning digital work and life experiences, cloud computing, AI, devices, and operating systems.

While our main research and development facilities are located in Redmond, Washington, we also operate research and development facilities in other parts of the U.S. and around the world, including Canada, China, Czech Republic, India, Ireland, Israel, and the United Kingdom. This global approach helps us remain competitive in local markets and enables us to continue to attract top talent from across the world. We generally fund research at the corporate level to ensure that we are looking beyond immediate product considerations to opportunities further in the future. We also fund research and development activities at the operating segment level. Much of our segment level research and development is coordinated with other segments and leveraged across the Company.

In addition to our main research and development operations, we also operate Microsoft Research. Microsoft Research is one of the world's largest corporate research organizations and works in close collaboration with top universities around the world to advance the state-of-the-art in computer science and a broad range of other disciplines, providing us a unique perspective on future trends and contributing to our innovation.

We plan to continue to make significant investments in a broad range of research and development efforts.

DISTRIBUTION, SALES, AND MARKETING

We market and distribute our products and services through the following channels: OEMs, direct, and distributors and resellers. Our sales force performs a variety of functions, including working directly with enterprises and public-sector organizations worldwide to identify and meet their technology requirements; managing OEM relationships; and supporting system integrators, independent software vendors, and other partners who engage directly with our customers to perform sales, consulting, and fulfillment functions for our products and services.

OEMs

We distribute our products and services through OEMs that pre-install our software on new devices and servers they sell. The largest component of the OEM business is the Windows operating system pre-installed on devices. OEMs also sell devices pre-installed with other Microsoft products and services, including applications such as Office and the capability to subscribe to Office 365.

There are two broad categories of OEMs. The largest category of OEMs are direct OEMs as our relationship with them is managed through a direct agreement between Microsoft and the OEM. We have distribution agreements covering one or more of our products with virtually all the multinational OEMs, including Acer, ASUS, Dell, Fujitsu, Hewlett-Packard, Lenovo, Samsung, Sharp, Toshiba, and with many regional and local OEMs. The second broad category of OEMs are system builders consisting of lower-volume PC manufacturers, which source Microsoft software for pre-installation and local redistribution primarily through the Microsoft distributor channel rather than through a direct agreement or relationship with Microsoft.

Direct

Many organizations that license our products and services transact directly with us through Enterprise Agreements and Enterprise Services contracts, with sales support from system integrators, independent software vendors, web agencies, and partners that advise organizations on licensing our products and services (“Enterprise Agreement Software Advisors” or “ESA”). Microsoft offers direct sales programs targeted to reach small, medium, and corporate customers, in addition to those offered through the reseller channel. A large network of partner advisors support many of these sales.

We also sell commercial and consumer products and services directly to customers, such as cloud services, search, and gaming, through our digital marketplaces, online stores, and retail stores.

Distributors and Resellers

Organizations also license our products and services indirectly, primarily through licensing solution partners (“LSP”), distributors, value-added resellers (“VAR”), and retailers. Although each type of reselling partner may reach organizations of all sizes, LSPs are primarily engaged with large organizations, distributors resell primarily to VARs, and VARs typically reach small and medium organizations. ESAs are also typically authorized as LSPs and operate as resellers for our other volume licensing programs. Microsoft Cloud Solution Provider is our main partner program for reselling cloud services.

We distribute our retail packaged products primarily through independent non-exclusive distributors, authorized replicators, resellers, and retail outlets. Individual consumers obtain these products primarily through retail outlets. We distribute our devices through third-party retailers. We have a network of field sales representatives and field support personnel that solicit orders from distributors and resellers, and provide product training and sales support.

Our Dynamics business solutions are also licensed to enterprises through a global network of channel partners providing vertical solutions and specialized services.

LICENSING OPTIONS

We offer options for organizations that want to purchase our cloud services, on-premises software, and Software Assurance. We license software to organizations under volume licensing agreements to allow the customer to acquire multiple licenses of products and services instead of having to acquire separate licenses through retail channels. We use different programs designed to provide flexibility for organizations of various sizes. While these programs may differ in various parts of the world, generally they include those discussed below.

SA conveys rights to new software and upgrades for perpetual licenses released over the contract period. It also provides support, tools, and training to help customers deploy and use software efficiently. SA is included with certain volume licensing agreements and is an optional purchase with others.

Volume Licensing Programs

Enterprise Agreement

Enterprise Agreements offer large organizations a manageable volume licensing program that gives them the flexibility to buy cloud services and software licenses under one agreement. Enterprise Agreements are designed for medium or large organizations that want to license cloud services and on-premises software organization-wide over a three-year period. Organizations can elect to purchase perpetual licenses or subscribe to licenses. SA is included.

Microsoft Product and Services Agreement

Microsoft Product and Services Agreements are designed for medium and large organizations that want to license cloud services and on-premises software as needed, with no organization-wide commitment, under a single, non-expiring agreement. Organizations purchase perpetual licenses or subscribe to licenses. SA is optional for customers that purchase perpetual licenses.

Open

Open agreements are a simple, cost-effective way to acquire the latest Microsoft technology. Open agreements are designed for small and medium organizations that want to license cloud services and on-premises software over a one- to three-year period. Under the Open agreements, organizations purchase perpetual licenses and SA is optional. Under Open Value agreements, organizations can elect to purchase perpetual licenses or subscribe to licenses and SA is included.

Select Plus

Select Plus agreements are designed for government and academic organizations to acquire on-premises licenses at any affiliate or department level, while realizing advantages as one organization. Organizations purchase perpetual licenses and SA is optional.

Microsoft Online Subscription Agreement

Microsoft Online Subscription Agreements are designed for small and medium organizations that want to subscribe to, activate, provision, and maintain cloud services seamlessly and directly via the web. The agreement allows customers to acquire monthly or annual subscriptions for cloud-based services.

Partner Programs

The Microsoft Cloud Solution Provider program offers customers an easy way to license the cloud services they need in combination with the value-added services offered by their systems integrator, hosting partner, or cloud reseller partner. Partners in this program can easily package their own products and services to directly provision, manage, and support their customer subscriptions.

The Microsoft Services Provider License Agreement allows service providers and independent software vendors who want to license eligible Microsoft software products to provide software services and hosted applications to their end customers. Partners license software over a three-year period and are billed monthly based on consumption.

The Independent Software Vendor Royalty program enables partners to integrate Microsoft products into other applications and then license the unified business solution to their end users.

CUSTOMERS

Our customers include individual consumers, small and medium organizations, large global enterprises, public-sector institutions, Internet service providers, application developers, and OEMs. Our practice is to ship our products promptly upon receipt of purchase orders from customers; consequently, backlog is not significant.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers as of July 31, 2019 were as follows:

| Name | Age | Position with the Company |
|--------------------------|-----|--|
| Satya Nadella | 51 | Chief Executive Officer |
| Christopher C. Capossela | 49 | Executive Vice President, Marketing and Consumer Business, and Chief Marketing Officer |
| Jean-Philippe Courtois | 58 | Executive Vice President and President, Microsoft Global Sales, Marketing and Operations |
| Kathleen T. Hogan | 53 | Executive Vice President, Human Resources |
| Amy E. Hood | 47 | Executive Vice President, Chief Financial Officer |
| Margaret L. Johnson | 57 | Executive Vice President, Business Development |
| Bradford L. Smith | 60 | President and Chief Legal Officer |

Mr. Nadella was appointed Chief Executive Officer in February 2014. He served as Executive Vice President, Cloud and Enterprise from July 2013 until that time. From 2011 to 2013, Mr. Nadella served as President, Server and Tools. From 2009 to 2011, he was Senior Vice President, Online Services Division. From 2008 to 2009, he was Senior Vice President, Search, Portal, and Advertising. Since joining Microsoft in 1992, Mr. Nadella's roles also included Vice President of the Business Division. Mr. Nadella also serves on the Board of Directors of Starbucks Corporation.

Mr. Capossela was appointed Executive Vice President, Marketing and Consumer Business, and Chief Marketing Officer in July 2016. He had served as Executive Vice President, Chief Marketing Officer since March 2014. Previously, he served as the worldwide leader of the Consumer Channels Group, responsible for sales and marketing activities with OEMs, operators, and retail partners. In his more than 25 years at Microsoft, Mr. Capossela has held a variety of marketing leadership roles in the Microsoft Office Division. He was responsible for marketing productivity solutions including Microsoft Office, Office 365, SharePoint, Exchange, Skype for Business, Project, and Visio.

Mr. Courtois was appointed Executive Vice President and President, Microsoft Global Sales, Marketing and Operations in July 2016. Before that he was President of Microsoft International since 2005. He was Chief Executive Officer, Microsoft Europe, Middle East, and Africa from 2003 to 2005. He was Senior Vice President and President, Microsoft Europe, Middle East, and Africa from 2000 to 2003. He was Corporate Vice President, Worldwide Customer Marketing from 1998 to 2000. Mr. Courtois joined Microsoft in 1984.

Ms. Hogan was appointed Executive Vice President, Human Resources in November 2014. Prior to that Ms. Hogan was Corporate Vice President of Microsoft Services. She also served as Corporate Vice President of Customer Service and Support. Ms. Hogan joined Microsoft in 2003.

Ms. Hood was appointed Executive Vice President and Chief Financial Officer in July 2013, subsequent to her appointment as Chief Financial Officer in May 2013. From 2010 to 2013, Ms. Hood was Chief Financial Officer of the Microsoft Business Division. From 2006 through 2009, Ms. Hood was General Manager, Microsoft Business Division Strategy. Since joining Microsoft in 2002, Ms. Hood has also held finance-related positions in the Server and Tools Business and the corporate finance organization. Ms. Hood also serves on the Board of Directors of 3M Corporation.

Ms. Johnson was appointed Executive Vice President, Business Development in September 2014. Prior to that Ms. Johnson spent 24 years at Qualcomm in various leadership positions across engineering, sales, marketing and business development. She most recently served as Executive Vice President of Qualcomm Technologies, Inc. Ms. Johnson also serves on the Board of Directors of BlackRock, Inc.

Mr. Smith was appointed President and Chief Legal Officer in September 2015. He served as Executive Vice President, General Counsel, and Secretary from 2011 to 2015, and served as Senior Vice President, General Counsel, and Secretary from 2001 to 2011. Mr. Smith was also named Chief Compliance Officer in 2002. Since joining Microsoft in 1993, he was Deputy General Counsel for Worldwide Sales and previously was responsible for managing the European Law and Corporate Affairs Group, based in Paris. Mr. Smith also serves on the Board of Directors of Netflix, Inc.

EMPLOYEES

As of June 30, 2019, we employed approximately 144,000 people on a full-time basis, 85,000 in the U.S. and 59,000 internationally. Of the total employed people, 47,000 were in operations, including manufacturing, distribution, product support, and consulting services; 47,000 were in product research and development; 38,000 were in sales and marketing; and 12,000 were in general and administration. Certain of our employees are subject to collective bargaining agreements.

AVAILABLE INFORMATION

Our Internet address is www.microsoft.com. At our Investor Relations website, www.microsoft.com/investor, we make available free of charge a variety of information for investors. Our goal is to maintain the Investor Relations website as a portal through which investors can easily find or navigate to pertinent information about us, including:

- Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports, as soon as reasonably practicable after we electronically file that material with or furnish it to the Securities and Exchange Commission ("SEC") at www.sec.gov.
- Information on our business strategies, financial results, and metrics for investors.
- Announcements of investor conferences, speeches, and events at which our executives talk about our product, service, and competitive strategies. Archives of these events are also available.
- Press releases on quarterly earnings, product and service announcements, legal developments, and international news.
- Corporate governance information including our articles of incorporation, bylaws, governance guidelines, committee charters, codes of conduct and ethics, global corporate social responsibility initiatives, and other governance-related policies.
- Other news and announcements that we may post from time to time that investors might find useful or interesting.
- Opportunities to sign up for email alerts to have information pushed in real time.

The information found on our website is not part of this or any other report we file with, or furnish to, the SEC. In addition to these channels, we use social media to communicate to the public. It is possible that the information we post on social media could be deemed to be material to investors. We encourage investors, the media, and others interested in Microsoft to review the information we post on the social media channels listed on our Investor Relations website.

ITEM 1A. RISK FACTORS

Our operations and financial results are subject to various risks and uncertainties, including those described below, that could adversely affect our business, financial condition, results of operations, cash flows, and the trading price of our common stock.

We face intense competition across all markets for our products and services, which may lead to lower revenue or operating margins.

Competition in the technology sector

Our competitors range in size from diversified global companies with significant research and development resources to small, specialized firms whose narrower product lines may let them be more effective in deploying technical, marketing, and financial resources. Barriers to entry in many of our businesses are low and many of the areas in which we compete evolve rapidly with changing and disruptive technologies, shifting user needs, and frequent introductions of new products and services. Our ability to remain competitive depends on our success in making innovative products, devices, and services that appeal to businesses and consumers.

Competition among platform-based ecosystems

An important element of our business model has been to create platform-based ecosystems on which many participants can build diverse solutions. A well-established ecosystem creates beneficial network effects among users, application developers, and the platform provider that can accelerate growth. Establishing significant scale in the marketplace is necessary to achieve and maintain attractive margins. We face significant competition from firms that provide competing platforms.

- A competing vertically-integrated model, in which a single firm controls the software and hardware elements of a product and related services, has succeeded with some consumer products such as personal computers, tablets, phones, gaming consoles, wearables, and other endpoint devices. Competitors pursuing this model also earn revenue from services integrated with the hardware and software platform, including applications and content sold through their integrated marketplaces. They may also be able to claim security and performance benefits from their vertically integrated offer. We also offer some vertically-integrated hardware and software products and services. To the extent we shift a portion of our business to a vertically integrated model we increase our cost of revenue and reduce our operating margins.
- We derive substantial revenue from licenses of Windows operating systems on personal computers. We face significant competition from competing platforms developed for new devices and form factors such as smartphones and tablet computers. These devices compete on multiple bases including price and the perceived utility of the device and its platform. Users are increasingly turning to these devices to perform functions that in the past were performed by personal computers. Even if many users view these devices as complementary to a personal computer, the prevalence of these devices may make it more difficult to attract application developers to our PC operating system platforms. Competing with operating systems licensed at low or no cost may decrease our PC operating system margins. Popular products or services offered on competing platforms could increase their competitive strength. In addition, some of our devices compete with products made by our original equipment manufacturer (“OEM”) partners, which may affect their commitment to our platform.
- Competing platforms have content and application marketplaces with scale and significant installed bases. The variety and utility of content and applications available on a platform are important to device purchasing decisions. Users may incur costs to move data and buy new content and applications when switching platforms. To compete, we must successfully enlist developers to write applications for our platform and ensure that these applications have high quality, security, customer appeal, and value. Efforts to compete with competitors’ content and application marketplaces may increase our cost of revenue and lower our operating margins.

Business model competition

Companies compete with us based on a growing variety of business models.

- Even as we transition more of our business to infrastructure-, platform-, and software-as-a-service business model, the license-based proprietary software model generates a substantial portion of our software revenue. We bear the costs of converting original ideas into software products through investments in research and development, offsetting these costs with the revenue received from licensing our products. Many of our competitors also develop and sell software to businesses and consumers under this model.
- Other competitors develop and offer free applications, online services and content, and make money by selling third-party advertising. Advertising revenue funds development of products and services these competitors provide to users at no or little cost, competing directly with our revenue-generating products.
- Some companies compete with us by modifying and then distributing open source software at little or no cost to end-users, and earning revenue on advertising or integrated products and services. These firms do not bear the full costs of research and development for the open source software. Some open source software mimics the features and functionality of our products.

The competitive pressures described above may cause decreased sales volumes, price reductions, and/or increased operating costs, such as for research and development, marketing, and sales incentives. This may lead to lower revenue, gross margins, and operating income.

Our increasing focus on cloud-based services presents execution and competitive risks. A growing part of our business involves cloud-based services available across the spectrum of computing devices. Our strategic vision is to compete and grow by building best-in-class platforms and productivity services for an intelligent cloud and an intelligent edge infused with artificial intelligence (“AI”). At the same time, our competitors are rapidly developing and deploying cloud-based services for consumers and business customers. Pricing and delivery models are evolving. Devices and form factors influence how users access services in the cloud and sometimes the user’s choice of which cloud-based services to use. We are devoting significant resources to develop and deploy our cloud-based strategies. The Windows ecosystem must continue to evolve with this changing environment. We are undertaking cultural and organizational changes to drive accountability and eliminate obstacles to innovation. Our intelligent cloud and intelligent edge worldview is connected with the growth of the Internet of Things (“IoT”). Our success in the IoT will depend on the level of adoption of our offerings such as Microsoft Azure, Azure Stack, Azure IoT Edge, and Azure Sphere. We may not establish market share sufficient to achieve scale necessary to achieve our business objectives.

Besides software development costs, we are incurring costs to build and maintain infrastructure to support cloud computing services. These costs will reduce the operating margins we have previously achieved. Whether we succeed in cloud-based services depends on our execution in several areas, including:

- Continuing to bring to market compelling cloud-based experiences that generate increasing traffic and market share.
- Maintaining the utility, compatibility, and performance of our cloud-based services on the growing array of computing devices, including PCs, smartphones, tablets, gaming consoles, and other devices, as well as sensors and other endpoints.
- Continuing to enhance the attractiveness of our cloud platforms to third-party developers.
- Ensuring our cloud-based services meet the reliability expectations of our customers and maintain the security of their data.
- Making our suite of cloud-based services platform-agnostic, available on a wide range of devices and ecosystems, including those of our competitors.

It is uncertain whether our strategies will attract the users or generate the revenue required to succeed. If we are not effective in executing organizational and technical changes to increase efficiency and accelerate innovation, or if we fail to generate sufficient usage of our new products and services, we may not grow revenue in line with the infrastructure and development investments described above. This may negatively impact gross margins and operating income.

We make significant investments in products and services that may not achieve expected returns. We will continue to make significant investments in research, development, and marketing for existing products, services, and technologies, including the Windows operating system, Microsoft 365, Office, Bing, Microsoft SQL Server, Windows Server, Azure, Office 365, Xbox Live, Mixer, LinkedIn, and other products and services. We also invest in the development and acquisition of a variety of hardware for productivity, communication, and entertainment including PCs, tablets, gaming devices, and HoloLens. Investments in new technology are speculative. Commercial success depends on many factors, including innovativeness, developer support, and effective distribution and marketing. If customers do not perceive our latest offerings as providing significant new functionality or other value, they may reduce their purchases of new software and hardware products or upgrades, unfavorably affecting revenue. We may not achieve significant revenue from new product, service, and distribution channel investments for several years, if at all. New products and services may not be profitable, and even if they are profitable, operating margins for some new products and businesses will not be as high as the margins we have experienced historically. We may not get engagement in certain features, like Microsoft Edge and Bing, that drive post-sale monetization opportunities. Our data handling practices across our products and services will continue to be under scrutiny and perceptions of mismanagement, driven by regulatory activity or negative public reaction to our practices or product experiences, which could negatively impact product and feature adoption, product design, and product quality.

Developing new technologies is complex. It can require long development and testing periods. Significant delays in new releases or significant problems in creating new products or services could adversely affect our revenue.

Acquisitions, joint ventures, and strategic alliances may have an adverse effect on our business. We expect to continue making acquisitions and entering into joint ventures and strategic alliances as part of our long-term business strategy. In December 2016, we completed our acquisition of LinkedIn Corporation (“LinkedIn”) for \$27.0 billion, and in October 2018, we completed our acquisition of GitHub, Inc. for \$7.5 billion. These acquisitions and other transactions and arrangements involve significant challenges and risks, including that they do not advance our business strategy, that we get an unsatisfactory return on our investment, that we have difficulty integrating and retaining new employees, business systems, and technology, or that they distract management from our other businesses. If an arrangement fails to adequately anticipate changing circumstances and interests of a party, it may result in early termination or renegotiation of the arrangement. The success of these transactions and arrangements will depend in part on our ability to leverage them to enhance our existing products and services or develop compelling new ones. It may take longer than expected to realize the full benefits from these transactions and arrangements such as increased revenue or enhanced efficiencies, or the benefits may ultimately be smaller than we expected. These events could adversely affect our consolidated financial statements.

If our goodwill or amortizable intangible assets become impaired, we may be required to record a significant charge to earnings. We acquire other companies and intangible assets and may not realize all the economic benefit from those acquisitions, which could cause an impairment of goodwill or intangibles. We review our amortizable intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. We test goodwill for impairment at least annually. Factors that may be a change in circumstances, indicating that the carrying value of our goodwill or amortizable intangible assets may not be recoverable, include a decline in our stock price and market capitalization, reduced future cash flow estimates, and slower growth rates in industry segments in which we participate. We have in the past recorded, and may in the future be required to record a significant charge on our consolidated financial statements during the period in which any impairment of our goodwill or amortizable intangible assets is determined, negatively affecting our results of operations. Our acquisition of LinkedIn resulted in a significant increase in our goodwill and intangible asset balances.

Cyberattacks and security vulnerabilities could lead to reduced revenue, increased costs, liability claims, or harm to our reputation or competitive position.

Security of our information technology

Threats to IT security can take a variety of forms. Individual and groups of hackers and sophisticated organizations, including state-sponsored organizations or nation-states, continuously undertake attacks that pose threats to our customers and our IT. These actors may use a wide variety of methods, which may include developing and deploying malicious software or exploiting vulnerabilities in hardware, software, or other infrastructure in order to attack our products and services or gain access to our networks and datacenters, using social engineering techniques to induce our employees, users, partners, or customers to disclose passwords or other sensitive information or take other actions to gain access to our data or our users' or customers' data, or acting in a coordinated manner to launch distributed denial of service or other coordinated attacks. Inadequate account security practices may also result in unauthorized access to confidential data. For example, system administrators may fail to timely remove employee account access when no longer appropriate. Employees or third parties may intentionally compromise our or our users' security or systems, or reveal confidential information.

Cyberthreats are constantly evolving, increasing the difficulty of detecting and successfully defending against them. We may have no current capability to detect certain vulnerabilities, which may allow them to persist in the environment over long periods of time. Cyberthreats can have cascading impacts that unfold with increasing speed across our internal networks and systems and those of our partners and customers. Breaches of our facilities, network, or data security could disrupt the security of our systems and business applications, impair our ability to provide services to our customers and protect the privacy of their data, result in product development delays, compromise confidential or technical business information harming our reputation or competitive position, result in theft or misuse of our intellectual property or other assets, require us to allocate more resources to improved technologies, or otherwise adversely affect our business.

In addition, our internal IT environment continues to evolve. Often, we are early adopters of new devices and technologies. We embrace new ways of sharing data and communicating internally and with partners and customers using methods such as social networking and other consumer-oriented technologies. Our business policies and internal security controls may not keep pace with these changes as new threats emerge.

Security of our products, services, devices, and customers' data

The security of our products and services is important in our customers' decisions to purchase or use our products or services. Security threats are a significant challenge to companies like us whose business is providing technology products and services to others. Threats to our own IT infrastructure can also affect our customers. Customers using our cloud-based services rely on the security of our infrastructure, including hardware and other elements provided by third parties, to ensure the reliability of our services and the protection of their data. Adversaries tend to focus their efforts on the most popular operating systems, programs, and services, including many of ours, and we expect that to continue. Adversaries that acquire user account information at other companies can use that information to compromise our users' accounts where accounts share the same attributes like passwords. Inadequate account security practices may also result in unauthorized access. We are also increasingly incorporating open source software into our products. There may be vulnerabilities in open source software that may make our products susceptible to cyberattacks.

To defend against security threats to our internal IT systems, our cloud-based services, and our customers' systems, we must continuously engineer more secure products and services, enhance security and reliability features, improve the deployment of software updates to address security vulnerabilities in our own products as well as those provided by others, develop mitigation technologies that help to secure customers from attacks even when software updates are not deployed, maintain the digital security infrastructure that protects the integrity of our network, products, and services, and provide security tools such as firewalls and anti-virus software and information about the need to deploy security measures and the impact of doing so.

The cost of these steps could reduce our operating margins. If we fail to do these things well, actual or perceived security vulnerabilities in our products and services, data corruption issues, or reduced performance could harm our reputation and lead customers to reduce or delay future purchases of products or subscriptions to services, or to use competing products or services. Customers may also spend more on protecting their existing computer systems from attack, which could delay adoption of additional products or services. Customers may fail to update their systems, continue to run software or operating systems we no longer support, or may fail timely to install or enable security patches. Any of these could adversely affect our reputation and revenue. Actual or perceived vulnerabilities may lead to claims against us. Our license agreements typically contain provisions that eliminate or limit our exposure to liability, but there is no assurance these provisions will withstand legal challenges. At times, to achieve commercial objectives, we may enter into agreements with larger liability exposure to customers.

As illustrated by the Spectre and Meltdown threats, our products operate in conjunction with and are dependent on products and components across a broad ecosystem of third parties. If there is a security vulnerability in one of these components, and if there is a security exploit targeting it, we could face increased costs, liability claims, reduced revenue, or harm to our reputation or competitive position.

Disclosure and misuse of personal data could result in liability and harm our reputation. As we continue to grow the number and scale of our cloud-based offerings, we store and process increasingly large amounts of personally identifiable information of our customers and users. The continued occurrence of high-profile data breaches provides evidence of an external environment increasingly hostile to information security. Despite our efforts to improve the security controls across our business groups and geographies, it is possible our security controls over personal data, our training of employees and third parties on data security, and other practices we follow may not prevent the improper disclosure or misuse of customer or user data we or our vendors store and manage. In addition, third parties who have limited access to our customer or user data may use this data in unauthorized ways. Improper disclosure or misuse could harm our reputation, lead to legal exposure to customers or users, or subject us to liability under laws that protect personal data, resulting in increased costs or loss of revenue. Our software products and services also enable our customers and users to store and process personal data on-premises or, increasingly, in a cloud-based environment we host. Government authorities can sometimes require us to produce customer or user data in response to valid legal orders. In the U.S. and elsewhere, we advocate for transparency concerning these requests and appropriate limitations on government authority to compel disclosure. Despite our efforts to protect customer and user data, perceptions that the collection, use, and retention of personal information is not satisfactorily protected could inhibit sales of our products or services, and could limit adoption of our cloud-based solutions by consumers, businesses, and government entities. Additional security measures we may take to address customer or user concerns, or constraints on our flexibility to determine where and how to operate datacenters in response to customer or user expectations or governmental rules or actions, may cause higher operating expenses or hinder growth of our products and services.

We may not be able to protect information in our products and services from use by others. LinkedIn and other Microsoft products and services contain valuable information and content protected by contractual restrictions or technical measures. In certain cases, we have made commitments to our members and users to limit access to or use of this information. Changes in the law or interpretations of the law may weaken our ability to prevent third parties from scraping or gathering information or content through use of bots or other measures and using it for their own benefit, thus diminishing the value of our products and services.

Abuse of our platforms may harm our reputation or user engagement.

Advertising, professional, and social platform abuses

For LinkedIn, Microsoft Advertising, MSN, Xbox Live, and other products and services that provide content or host ads that come from or can be influenced by third parties, our reputation or user engagement may be negatively affected by activity that is hostile or inappropriate. This activity may come from users impersonating other people or organizations, use of our products or services to spread terrorist or violent extremist content or to disseminate information that may be viewed as misleading or intended to manipulate the opinions of our users, or the use of our products or services that violates our terms of service or otherwise for objectionable or illegal ends. Preventing or responding to these actions may require us to make substantial investments in people and technology and these investments may not be successful, adversely affecting our business and consolidated financial statements.

Harmful content online

Our hosted consumer services as well as our enterprise services may be used by third parties to disseminate harmful or illegal content in violation of our terms or applicable law. We may not proactively discover such content due to scale and the limitations of existing technologies, and when discovered by users, such content may negatively affect our reputation, our brands, and user engagement. Regulations and other initiatives to make platforms responsible for preventing or eliminating harmful content online are gaining momentum and we expect this to continue. We may be subject to enhanced regulatory oversight, substantial liability, or reputational damage if we fail to comply with content moderation regulations, adversely affecting our business and consolidated financial statements.

The development of the IoT presents security, privacy, and execution risks. To support the growth of the intelligent cloud and the intelligent edge, we are developing products, services, and technologies to power the IoT, a network of distributed and interconnected devices employing sensors, data, and computing capabilities including AI. The IoT's great potential also carries substantial risks. IoT products and services may contain defects in design, manufacture, or operation, that make them insecure or ineffective for their intended purposes. An IoT solution has multiple layers of hardware, sensors, processors, software, and firmware, several of which we may not develop or control. Each layer, including the weakest layer, can impact the security of the whole system. Many IoT devices have limited interfaces and ability to be updated or patched. IoT solutions may collect large amounts of data, and our handling of IoT data may not satisfy customers or regulatory requirements. IoT scenarios may increasingly affect personal health and safety. If IoT solutions that include our technologies do not work as intended, violate the law, or harm individuals or businesses, we may be subject to legal claims or enforcement actions. These risks, if realized, may increase our costs, damage our reputation or brands, or negatively impact our revenues or margins.

Issues in the use of AI in our offerings may result in reputational harm or liability. We are building AI into many of our offerings and we expect this element of our business to grow. We envision a future in which AI operating in our devices, applications, and the cloud helps our customers be more productive in their work and personal lives. As with many disruptive innovations, AI presents risks and challenges that could affect its adoption, and therefore our business. AI algorithms may be flawed. Datasets may be insufficient or contain biased information. Inappropriate or controversial data practices by Microsoft or others could impair the acceptance of AI solutions. These deficiencies could undermine the decisions, predictions, or analysis AI applications produce, subjecting us to competitive harm, legal liability, and brand or reputational harm. Some AI scenarios present ethical issues. If we enable or offer AI solutions that are controversial because of their impact on human rights, privacy, employment, or other social issues, we may experience brand or reputational harm.

We may have excessive outages, data losses, and disruptions of our online services if we fail to maintain an adequate operations infrastructure. Our increasing user traffic, growth in services, and the complexity of our products and services demand more computing power. We spend substantial amounts to build, purchase, or lease datacenters and equipment and to upgrade our technology and network infrastructure to handle more traffic on our websites and in our datacenters. These demands continue to increase as we introduce new products and services and support the growth of existing services such as Bing, Azure, Microsoft Account services, Office 365, Microsoft Teams, Dynamics 365, OneDrive, SharePoint Online, Skype, Xbox Live, and Outlook.com. We are rapidly growing our business of providing a platform and back-end hosting for services provided by third parties to their end users. Maintaining, securing, and expanding this infrastructure is expensive and complex. It requires that we maintain an Internet connectivity infrastructure that is robust and reliable within competitive and regulatory constraints that continue to evolve. Inefficiencies or operational failures, including temporary or permanent loss of customer data or insufficient Internet connectivity, could diminish the quality of our products, services, and user experience resulting in contractual liability, claims by customers and other third parties, regulatory actions, damage to our reputation, and loss of current and potential users, subscribers, and advertisers, each of which may adversely impact our consolidated financial statements.

We may experience quality or supply problems. Our hardware products such as Xbox consoles, Surface devices, and other devices we design, manufacture, and market are highly complex and can have defects in design, manufacture, or associated software. We could incur significant expenses, lost revenue, and reputational harm as a result of recalls, safety alerts, or product liability claims if we fail to prevent, detect, or address such issues through design, testing, or warranty repairs.

Our software products and services also may experience quality or reliability problems. The highly sophisticated software we develop may contain bugs and other defects that interfere with their intended operation. Our customers increasingly rely on us for critical functions, potentially magnifying the impact of quality or reliability issues. Any defects we do not detect and fix in pre-release testing could cause reduced sales and revenue, damage to our reputation, repair or remediation costs, delays in the release of new products or versions, or legal liability. Although our license agreements typically contain provisions that eliminate or limit our exposure to liability, there is no assurance these provisions will withstand legal challenge.

We acquire some device and datacenter components from sole suppliers. Our competitors use some of the same suppliers and their demand for hardware components can affect the capacity available to us. If a component from a sole-source supplier is delayed or becomes unavailable, whether because of supplier capacity constraint, industry shortages, legal or regulatory changes, or other reasons, we may not obtain timely replacement supplies, resulting in reduced sales or inadequate datacenter capacity. Component shortages, excess or obsolete inventory, or price reductions resulting in inventory adjustments may increase our cost of revenue. Xbox consoles, Surface devices, datacenter servers, and other hardware are assembled in Asia and other geographies that may be subject to disruptions in the supply chain, resulting in shortages that would affect our revenue and operating margins. These same risks would apply to any other hardware and software products we may offer.

We may not be able to protect our source code from copying if there is an unauthorized disclosure. Source code, the detailed program commands for our operating systems and other software programs, is critical to our business. Although we license portions of our application and operating system source code to several licensees, we take significant measures to protect the secrecy of large portions of our source code. If our source code leaks, we might lose future trade secret protection for that code. It may then become easier for third parties to compete with our products by copying functionality, which could adversely affect our revenue and operating margins. Unauthorized disclosure of source code also could increase the security risks described in the next paragraph.

Legal changes, our evolving business model, piracy, and other factors may decrease the value of our intellectual property. Protecting our intellectual property rights and combating unlicensed copying and use of our software and other intellectual property on a global basis is difficult. While piracy adversely affects U.S. revenue, the impact on revenue from outside the U.S. is more significant, particularly countries in which the legal system provides less protection for intellectual property rights. Our revenue in these markets may grow more slowly than the underlying device market. Similarly, the absence of harmonized patent laws makes it more difficult to ensure consistent respect for patent rights. Throughout the world, we educate users about the benefits of licensing genuine products and obtaining indemnification benefits for intellectual property risks, and we educate lawmakers about the advantages of a business climate where intellectual property rights are protected. Reductions in the legal protection for software intellectual property rights could adversely affect revenue.

We expend significant resources to patent the intellectual property we create with the expectation that we will generate revenues by incorporating that intellectual property in our products or services or, in some instances, by licensing our patents to others in return for a royalty. Changes in the law may continue to weaken our ability to prevent the use of patented technology or collect revenue for licensing our patents. These include legislative changes and regulatory actions that make it more difficult to obtain injunctions, and the increasing use of legal process to challenge issued patents. Similarly, licensees of our patents may fail to satisfy their obligations to pay us royalties, or may contest the scope and extent of their obligations. The royalties we can obtain to monetize our intellectual property may decline because of the evolution of technology, selling price changes in products using licensed patents, or the difficulty of discovering infringements. Finally, our increasing engagement with open source software will also cause us to license our intellectual property rights broadly in certain situations and may negatively impact revenue.

Third parties may claim we infringe their intellectual property rights. From time to time, others claim we infringe their intellectual property rights. The number of these claims may grow because of constant technological change in the markets in which we compete, the extensive patent coverage of existing technologies, the rapid rate of issuance of new patents, and our offering of first-party devices, such as Microsoft Surface. To resolve these claims, we may enter into royalty and licensing agreements on terms that are less favorable than currently available, stop selling or redesign affected products or services, or pay damages to satisfy indemnification commitments with our customers. These outcomes may cause operating margins to decline. Besides money damages, in some jurisdictions plaintiffs can seek injunctive relief that may limit or prevent importing, marketing, and selling our products or services that have infringing technologies. In some countries, such as Germany, an injunction can be issued before the parties have fully litigated the validity of the underlying patents. We have paid significant amounts to settle claims related to the use of technology and intellectual property rights and to procure intellectual property rights as part of our strategy to manage this risk, and may continue to do so.

We have claims and lawsuits against us that may result in adverse outcomes. We are subject to a variety of claims and lawsuits. These claims may arise from a wide variety of business practices and initiatives, including major new product releases such as Windows 10, significant business transactions, warranty or product claims, and employment practices. Adverse outcomes in some or all of these claims may result in significant monetary damages or injunctive relief that could adversely affect our ability to conduct our business. The litigation and other claims are subject to inherent uncertainties and management's view of these matters may change in the future. A material adverse impact on our consolidated financial statements could occur for the period in which the effect of an unfavorable outcome becomes probable and reasonably estimable.

Government litigation and regulatory activity relating to competition rules may limit how we design and market our products. As a leading global software and device maker, government agencies closely scrutinize us under U.S. and foreign competition laws. Governments are actively enforcing competition laws and regulations, and this includes scrutiny in potentially large markets such as the European Union ("EU"), the U.S., and China. Some jurisdictions also allow competitors or consumers to assert claims of anti-competitive conduct. U.S. federal and state antitrust authorities have previously brought enforcement actions and continue to scrutinize our business.

The European Commission ("the Commission") closely scrutinizes the design of high-volume Microsoft products and the terms on which we make certain technologies used in these products, such as file formats, programming interfaces, and protocols, available to other companies. Flagship product releases such as Windows 10 can receive significant scrutiny under competition laws. For example, in 2004, the Commission ordered us to create new versions of our Windows operating system that do not include certain multimedia technologies and to provide our competitors with specifications for how to implement certain proprietary Windows communications protocols in their own products. In 2009, the Commission accepted a set of commitments we offered to address the Commission's concerns relating to competition in web browsing software, including an undertaking to address Commission concerns relating to interoperability. The web browsing commitments expired in 2014. The remaining obligations may limit our ability to innovate in Windows or other products in the future, diminish the developer appeal of the Windows platform, and increase our product development costs. The availability of licenses related to protocols and file formats may enable competitors to develop software products that better mimic the functionality of our products, which could hamper sales of our products.

Our portfolio of first-party devices continues to grow; at the same time our OEM partners offer a large variety of devices for our platforms. As a result, increasingly we both cooperate and compete with our OEM partners, creating a risk that we fail to do so in compliance with competition rules. Regulatory scrutiny in this area may increase. Certain foreign governments, particularly in China and other countries in Asia, have advanced arguments under their competition laws that exert downward pressure on royalties for our intellectual property.

Government regulatory actions and court decisions such as these may result in fines, or hinder our ability to provide the benefits of our software to consumers and businesses, reducing the attractiveness of our products and the revenue that come from them. New competition law actions could be initiated, potentially using previous actions as precedent. The outcome of such actions, or steps taken to avoid them, could adversely affect us in a variety of ways, including:

- We may have to choose between withdrawing products from certain geographies to avoid fines or designing and developing alternative versions of those products to comply with government rulings, which may entail a delay in a product release and removing functionality that customers want or on which developers rely.

- We may be required to make available licenses to our proprietary technologies on terms that do not reflect their fair market value or do not protect our associated intellectual property.
- We are subject to a variety of ongoing commitments because of court or administrative orders, consent decrees, or other voluntary actions we have taken. If we fail to comply with these commitments, we may incur litigation costs and be subject to substantial fines or other remedial actions.
- Our ability to realize anticipated Windows 10 post-sale monetization opportunities may be limited.

Our global operations subject us to potential liability under anti-corruption, trade protection, and other laws and regulations. The Foreign Corrupt Practices Act (“FCPA”) and other anti-corruption laws and regulations (“Anti-Corruption Laws”) prohibit corrupt payments by our employees, vendors, or agents, and the accounting provisions of the FCPA require us to maintain accurate books and records and adequate internal controls. From time to time, we receive inquiries from authorities in the U.S. and elsewhere which may be based on reports from employees and others about our business activities outside the U.S. and our compliance with Anti-Corruption Laws. Periodically, we receive such reports directly and investigate them. On July 22, 2019, our Hungarian subsidiary entered into a non-prosecution agreement (“NPA”) with the U.S. Department of Justice (“DOJ”) and we agreed to the terms of a cease and desist order with the Securities and Exchange Commission. These agreements required us to pay \$25.3 million in monetary penalties, disgorgement, and interest pertaining to activities at Microsoft’s subsidiary in Hungary. The NPA, which has a three-year term, also contains certain ongoing compliance requirements, including the obligations to disclose to the DOJ issues that may implicate the FCPA and to cooperate in any inquiries. Most countries in which we operate also have competition laws that prohibit competitors from colluding or otherwise attempting to reduce competition between themselves. While we devote substantial resources to our U.S. and international compliance programs and have implemented policies, training, and internal controls designed to reduce the risk of corrupt payments and collusive activity, our employees, vendors, or agents may violate our policies. Our failure to comply with Anti-Corruption Laws or competition laws could result in significant fines and penalties, criminal sanctions against us, our officers, or our employees, prohibitions on the conduct of our business, and damage to our reputation. Operations outside the U.S. may be affected by changes in trade protection laws, policies, sanctions, and other regulatory requirements affecting trade and investment. We may be subject to legal liability and reputational damage if we sell goods or services in violation of U.S. trade sanctions on restricted entities or countries such as Iran, North Korea, Cuba, Sudan, and Syria.

Other regulatory areas that may apply to our products and online services offerings include user privacy, telecommunications, data storage and protection, and online content. For example, some regulators are taking the position that our offerings such as Skype are covered by existing laws regulating telecommunications services, and some new laws are defining more of our services as regulated telecommunications services. This trend may continue and will result in these offerings being subjected to additional data protection, security, and law enforcement surveillance obligations. Data protection authorities may assert that our collection, use, and management of customer data is inconsistent with their laws and regulations. Legislative or regulatory action relating to cybersecurity requirements may increase the costs to develop, implement, or secure our products and services. Legislative or regulatory action could also emerge in the area of AI and content moderation, increasing costs or restricting opportunity. Applying these laws and regulations to our business is often unclear, subject to change over time, and sometimes may conflict from jurisdiction to jurisdiction. Additionally, these laws and governments’ approach to their enforcement, and our products and services, are continuing to evolve. Compliance with these types of regulation may involve significant costs or require changes in products or business practices that result in reduced revenue. Noncompliance could result in the imposition of penalties or orders we stop the alleged noncompliant activity.

We strive to empower all people and organizations to achieve more, and accessibility of our products is an important aspect of this goal. There is increasing pressure from advocacy groups, regulators, competitors, customers, and other stakeholders to make technology more accessible. If our products do not meet customer expectations or emerging global accessibility requirements, we could lose sales opportunities or face regulatory actions

Laws and regulations relating to the handling of personal data may impede the adoption of our services or result in increased costs, legal claims, fines against us, or reputational damage. The growth of our Internet- and cloud-based services internationally relies increasingly on the movement of data across national boundaries. Legal requirements relating to the collection, storage, handling, and transfer of personal data continue to evolve. For example, the EU and the U.S. formally entered into a new framework in July 2016 that provides a mechanism for companies to transfer data from EU member states to the U.S. This framework, called the Privacy Shield, is intended to address shortcomings identified by the European Court of Justice in a predecessor mechanism. The Privacy Shield and other mechanisms are currently subject to challenges in European courts, which may lead to uncertainty about the legal basis for data transfers across the Atlantic. The Privacy Shield and other potential rules on the flow of data across borders could increase the cost and complexity of delivering our products and services in some markets. In May 2018, a new EU law governing data practices and privacy, the General Data Protection Regulation (“GDPR”), became effective. The law, which applies to all of our activities conducted from an establishment in the EU or related to products and services offered in the EU, imposes a range of new compliance obligations regarding the handling of personal data. Engineering efforts to build new capabilities to facilitate compliance with the law have entailed substantial expense and the diversion of engineering resources from other projects and may continue to do so. We might experience reduced demand for our offerings if we are unable to engineer products that meet our legal duties or help our customers meet their obligations under the GDPR or other data regulations, or if the changes we implement to comply with the GDPR make our offerings less attractive. The GDPR imposes significant new obligations and compliance with these obligations depends in part on how particular regulators interpret and apply them. If we fail to comply with the GDPR, or if regulators assert we have failed to comply with the GDPR, it may lead to regulatory enforcement actions, which can result in monetary penalties of up to 4% of worldwide revenue, private lawsuits, or reputational damage. In the U.S., California has adopted and several states are considering adopting laws and regulations imposing obligations regarding the handling of personal data.

The Company’s investment in gaining insights from data is becoming central to the value of the services we deliver to customers, to our operational efficiency and key opportunities in monetization, customer perceptions of quality, and operational efficiency. Our ability to use data in this way may be constrained by regulatory developments that impede realizing the expected return from this investment. Ongoing legal reviews by regulators may result in burdensome or inconsistent requirements, including data sovereignty and localization requirements, affecting the location and movement of our customer and internal employee data as well as the management of that data. Compliance with applicable laws and regulations regarding personal data may require changes in services, business practices, or internal systems that result in increased costs, lower revenue, reduced efficiency, or greater difficulty in competing with foreign-based firms. Compliance with data regulations might limit our ability to innovate or offer certain features and functionality in some jurisdictions where we operate. Failure to comply with existing or new rules may result in significant penalties or orders to stop the alleged noncompliant activity, as well as negative publicity and diversion of management time and effort.

We may have additional tax liabilities. We are subject to income taxes in the U.S. and many foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. For example, compliance with the 2017 United States Tax Cuts and Jobs Act (“TCJA”) may require the collection of information not regularly produced within the Company, the use of estimates in our consolidated financial statements, and the exercise of significant judgment in accounting for its provisions. As regulations and guidance evolve with respect to the TCJA, and as we gather more information and perform more analysis, our results may differ from previous estimates and may materially affect our consolidated financial statements.

We regularly are under audit by tax authorities in different jurisdictions. Although we believe that our provision for income taxes and our tax estimates are reasonable, tax authorities may disagree with certain positions we have taken. In addition, economic and political pressures to increase tax revenue in various jurisdictions may make resolving tax disputes favorably more difficult. We are currently under Internal Revenue Service audit for prior tax years, with the primary unresolved issues relating to transfer pricing. The final resolution of those audits, and other audits or litigation, may differ from the amounts recorded in our consolidated financial statements and may materially affect our consolidated financial statements in the period or periods in which that determination is made.

We earn a significant amount of our operating income outside the U.S. A change in the mix of earnings and losses in countries with differing statutory tax rates, changes in our business or structure, or the expiration of or disputes about certain tax agreements in a particular country may result in higher effective tax rates for the Company. In addition, changes in U.S. federal and state or international tax laws applicable to corporate multinationals, other fundamental law changes currently being considered by many countries, including in the U.S., and changes in taxing jurisdictions' administrative interpretations, decisions, policies, and positions may materially adversely impact our consolidated financial statements.

If our reputation or our brands are damaged, our business and operating results may be harmed. Our reputation and brands are globally recognized and are important to our business. Our reputation and brands affect our ability to attract and retain consumer, business, and public-sector customers. There are numerous ways our reputation or brands could be damaged. These include product safety or quality issues, or our environmental impact and sustainability, supply chain practices, or human rights record. We may experience backlash from customers, government entities, advocacy groups, employees, and other stakeholders that disagree with our product offering decisions or public policy positions. Damage to our reputation or our brands may occur from, among other things:

- The introduction of new features, products, services, or terms of service that customers, users, or partners do not like.
- Public scrutiny of our decisions regarding user privacy, data practices, or content.
- Data security breaches, compliance failures, or actions of partners or individual employees.

The proliferation of social media may increase the likelihood, speed, and magnitude of negative brand events. If our brands or reputation are damaged, it could negatively impact our revenues or margins, or ability to attract the most highly qualified employees.

Our global business exposes us to operational and economic risks. Our customers are located throughout the world and a significant part of our revenue comes from international sales. The global nature of our business creates operational and economic risks. Our results of operations may be affected by global, regional, and local economic developments, monetary policy, inflation, and recession, as well as political and military disputes. In addition, our international growth strategy includes certain markets, the developing nature of which presents several risks, including deterioration of social, political, labor, or economic conditions in a country or region, and difficulties in staffing and managing foreign operations. Emerging nationalist trends in specific countries may significantly alter the trade environment. Changes to trade policy or agreements as a result of populism, protectionism, or economic nationalism may result in higher tariffs, local sourcing initiatives, or other developments that make it more difficult to sell our products in foreign countries. Disruptions of these kinds in developed or emerging markets could negatively impact demand for our products and services or increase operating costs. Although we hedge a portion of our international currency exposure, significant fluctuations in foreign exchange rates between the U.S. dollar and foreign currencies may adversely affect our results of operations.

Adverse economic or market conditions may harm our business. Worsening economic conditions, including inflation, recession, or other changes in economic conditions, may cause lower IT spending and adversely affect our revenue. If demand for PCs, servers, and other computing devices declines, or consumer or business spending for those products declines, our revenue will be adversely affected. Substantial revenue comes from our U.S. government contracts. An extended federal government shutdown resulting from failing to pass budget appropriations, adopt continuing funding resolutions or raise the debt ceiling, and other budgetary decisions limiting or delaying federal government spending, could reduce government IT spending on our products and services and adversely affect our revenue.

Our product distribution system relies on an extensive partner and retail network. OEMs building devices that run our software have also been a significant means of distribution. The impact of economic conditions on our partners, such as the bankruptcy of a major distributor, OEM, or retailer, could cause sales channel disruption.

Challenging economic conditions also may impair the ability of our customers to pay for products and services they have purchased. As a result, allowances for doubtful accounts and write-offs of accounts receivable may increase.

We maintain an investment portfolio of various holdings, types, and maturities. These investments are subject to general credit, liquidity, market, and interest rate risks, which may be exacerbated by market downturns or events that affect global financial markets. A significant part of our investment portfolio comprises U.S. government securities. If global financial markets decline for long periods, or if there is a downgrade of the U.S. government credit rating due to an actual or threatened default on government debt, our investment portfolio may be adversely affected and we could determine that more of our investments have experienced an other-than-temporary decline in fair value, requiring impairment charges that could adversely affect our consolidated financial statements.

Catastrophic events or geopolitical conditions may disrupt our business. A disruption or failure of our systems or operations because of a major earthquake, weather event, cyberattack, terrorist attack, or other catastrophic event could cause delays in completing sales, providing services, or performing other critical functions. Our corporate headquarters, a significant portion of our research and development activities, and certain other essential business operations are in the Seattle, Washington area, and we have other business operations in the Silicon Valley area of California, both of which are seismically active regions. A catastrophic event that results in the destruction or disruption of any of our critical business or IT systems, or the infrastructure or systems they rely on, such as power grids, could harm our ability to conduct normal business operations. Providing our customers with more services and solutions in the cloud puts a premium on the resilience of our systems and strength of our business continuity management plans, and magnifies the potential impact of prolonged service outages on our consolidated financial statements.

Abrupt political change, terrorist activity, and armed conflict pose a risk of general economic disruption in affected countries, which may increase our operating costs. These conditions also may add uncertainty to the timing and budget for technology investment decisions by our customers, and may cause supply chain disruptions for hardware manufacturers. Geopolitical change may result in changing regulatory requirements that could impact our operating strategies, access to global markets, hiring, and profitability. Geopolitical instability may lead to sanctions and impact our ability to do business in some markets or with some public-sector customers. Any of these changes may negatively impact our revenues.

The long-term effects of climate change on the global economy or the IT industry in particular are unclear. Environmental regulations or changes in the supply, demand or available sources of energy or other natural resources may affect the availability or cost of goods and services, including natural resources, necessary to run our business. Changes in weather where we operate may increase the costs of powering and cooling computer hardware we use to develop software and provide cloud-based services.

Our business depends on our ability to attract and retain talented employees. Our business is based on successfully attracting and retaining talented employees representing diverse backgrounds, experiences, and skill sets. The market for highly skilled workers and leaders in our industry is extremely competitive. Maintaining our brand and reputation, as well as a diverse and inclusive work environment that enables all our employees to thrive, are important to our ability to recruit and retain employees. We are also limited in our ability to recruit internationally by restrictive domestic immigration laws. Changes to U.S. immigration policies that restrain the flow of technical and professional talent may inhibit our ability to adequately staff our research and development efforts. If we are less successful in our recruiting efforts, or if we cannot retain highly skilled workers and key leaders, our ability to develop and deliver successful products and services may be adversely affected. Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving key employees could hinder our strategic planning and execution. How employment-related laws are interpreted and applied to our workforce practices may result in increased operating costs and less flexibility in how we meet our workforce needs.

ITEM 1B. UNRESOLVED STAFF COMMENTS

We have received no written comments regarding our periodic or current reports from the staff of the Securities and Exchange Commission that were issued 180 days or more preceding the end of our fiscal year 2019 that remain unresolved.

ITEM 2. PROPERTIES

Our corporate headquarters are located in Redmond, Washington. We have approximately 15 million square feet of space located in King County, Washington that is used for engineering, sales, marketing, and operations, among other general and administrative purposes. These facilities include approximately 10 million square feet of owned space situated on approximately 520 acres of land we own at our corporate headquarters, and approximately five million square feet of space we lease. In addition, we own and lease space domestically that includes office, datacenter, and retail space.

We also own and lease facilities internationally. The largest owned properties include: our research and development centers in China and India; our datacenters in Ireland, the Netherlands, and Singapore; and our operations and facilities in Ireland and the United Kingdom. The largest leased properties include space in the following locations: Australia, Canada, China, Germany, India, Japan, and the United Kingdom.

In addition to the above locations, we have various product development facilities, both domestically and internationally, as described under Research and Development (Part I, Item 1 of this Form 10-K).

The table below shows a summary of the square footage of our office, datacenter, retail, and other facilities owned and leased domestically and internationally as of June 30, 2019:

(Square feet in millions)

| Location | Owned | Leased | Total |
|---------------|-------|--------|-------|
| U.S. | 18 | 14 | 32 |
| International | 6 | 14 | 20 |
| Total | 24 | 28 | 52 |

ITEM 3. LEGAL PROCEEDINGS

While not material to the Company, the Company makes the following annual report of the general activities of the Company's Antitrust Compliance Office as required by the Final Order and Judgment in *Barovic v. Ballmer et al*, United States District Court for the Western District of Washington ("Final Order"). For more information see <http://aka.ms/MSLegalNotice2015>. These annual reports will continue through 2020. During fiscal year 2019, the Antitrust Compliance Office (a) monitored the Company's compliance with the European Commission Decision of March 24, 2004, ("2004 Decision") and with the Company's Public Undertaking to the European Commission dated December 16, 2009 ("2009 Undertaking"); (b) monitored, in the manner required by the Final Order, employee, customer, competitor, regulator, or other third-party complaints regarding compliance with the 2004 Decision, the 2009 Undertaking, or other EU or U.S. laws or regulations governing tying, bundling, and exclusive dealing contracts; and, (c) monitored, in the manner required by the Final Order, the training of the Company's employees regarding the Company's antitrust compliance policies. In addition, the Antitrust Compliance Officer reports to the Regulatory and Public Policy Committee of the Board at each of its regularly scheduled meetings and to the full Board annually.

Refer to Note 16 – Contingencies of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for information regarding legal proceedings in which we are involved.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

MARKET AND STOCKHOLDERS

Our common stock is traded on the NASDAQ Stock Market under the symbol MSFT. On July 29, 2019, there were 94,069 registered holders of record of our common stock.

SHARE REPURCHASES AND DIVIDENDS

Following are our monthly share repurchases for the fourth quarter of fiscal year 2019:

| Period | Total Number of Shares Purchased | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs | Approximate Dollar Value of Shares that May Yet be Purchased under the Plans or Programs |
|--------------------------------|----------------------------------|------------------------------|--|--|
| | | | | (In millions) |
| April 1, 2019 – April 30, 2019 | 8,547,612 | \$ 122.85 | 8,547,612 | \$ 14,551 |
| May 1, 2019 – May 31, 2019 | 14,029,339 | 126.32 | 14,029,339 | 12,778 |
| June 1, 2019 – June 30, 2019 | 10,469,682 | 131.59 | 10,469,682 | 11,401 |
| | <u>33,046,633</u> | | <u>33,046,633</u> | |

All share repurchases were made using cash resources. Our share repurchases may occur through open market purchases or pursuant to a Rule 10b5-1 trading plan. The above table excludes shares repurchased to settle employee tax withholding related to the vesting of stock awards.

Our Board of Directors declared the following dividends during the fourth quarter of fiscal year 2019:

| Declaration Date | Record Date | Payment Date | Dividend Per Share | Amount |
|----------------------|------------------------|---------------------------|--------------------|-----------------|
| | | | | (In millions) |
| June 12, 2019 | August 15, 2019 | September 12, 2019 | \$ 0.46 | \$ 3,516 |

We returned \$7.7 billion to shareholders in the form of share repurchases and dividends in the fourth quarter of fiscal year 2019. Refer to Note 17 – Stockholders' Equity of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion regarding share repurchases and dividends.

ITEM 6. SELECTED FINANCIAL DATA

FINANCIAL HIGHLIGHTS

(In millions, except per share amounts)

| Year Ended June 30, | 2019(a) | 2018 | 2017(d)(e) | 2016(d) | 2015 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Revenue | \$ 125,843 | \$ 110,360 | \$ 96,571 | \$ 91,154 | \$ 93,580 |
| Gross margin | 82,933 | 72,007 | 62,310 | 58,374 | 60,542 |
| Operating income | 42,959 | 35,058 | 29,025 ^(f) | 26,078 ^(g) | 18,161 ^(h) |
| Net income | 39,240 ^(b) | 16,571 ^(c) | 25,489 ^(f) | 20,539 ^(g) | 12,193 ^(h) |
| Diluted earnings per share | 5.06 ^(b) | 2.13 ^(c) | 3.25 ^(f) | 2.56 ^(g) | 1.48 ^(h) |
| Cash dividends declared per share | 1.84 | 1.68 | 1.56 | 1.44 | 1.24 |
| Cash, cash equivalents, and short-term investments | 133,819 | 133,768 | 132,981 | 113,240 | 96,526 |
| Total assets | 286,556 | 258,848 | 250,312 | 202,897 | 174,303 |
| Long-term obligations | 114,806 | 117,642 | 106,856 | 66,705 | 44,574 |
| Stockholders' equity | 102,330 | 82,718 | 87,711 | 83,090 | 80,083 |

- (a) GitHub has been included in our consolidated results of operations starting on the October 25, 2018 acquisition date.
- (b) Includes a \$2.6 billion net income tax benefit related to intangible property transfers and a \$157 million net charge related to the enactment of the Tax Cuts and Jobs Act ("TCJA"), which together increased net income and diluted earnings per share ("EPS") by \$2.4 billion and \$0.31, respectively. Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.
- (c) Includes a \$13.7 billion net charge related to the enactment of the TCJA, which decreased net income and diluted EPS by \$13.7 billion and \$1.75, respectively. Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.
- (d) Reflects the impact of the adoption of new accounting standards in fiscal year 2018 related to revenue recognition and leases.
- (e) LinkedIn has been included in our consolidated results of operations starting on the December 8, 2016 acquisition date.
- (f) Includes \$306 million of employee severance expenses primarily related to our sales and marketing restructuring plan, which decreased operating income, net income, and diluted EPS by \$306 million, \$243 million, and \$0.04, respectively.
- (g) Includes \$630 million of asset impairment charges related to our Phone business and \$480 million of restructuring charges associated with our Phone business restructuring plans, which together decreased operating income, net income, and diluted EPS by \$1.1 billion, \$895 million, and \$0.11, respectively.
- (h) Includes \$7.5 billion of goodwill and asset impairment charges related to our Phone business and \$2.5 billion of integration and restructuring expenses, primarily associated with our Phone business restructuring plans, which together decreased operating income, net income, and diluted EPS by \$10.0 billion, \$9.5 billion, and \$1.15, respectively.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand the results of operations and financial condition of Microsoft Corporation. MD&A is provided as a supplement to, and should be read in conjunction with, our consolidated financial statements and the accompanying Notes to Financial Statements (Part II, Item 8 of this Form 10-K).

OVERVIEW

Microsoft is a technology company whose mission is to empower every person and every organization on the planet to achieve more. We strive to create local opportunity, growth, and impact in every country around the world. Our platforms and tools help drive small business productivity, large business competitiveness, and public-sector efficiency. They also support new startups, improve educational and health outcomes, and empower human ingenuity.

We generate revenue by offering a wide range of cloud-based and other services to people and businesses; licensing and supporting an array of software products; designing, manufacturing, and selling devices; and delivering relevant online advertising to a global audience. Our most significant expenses are related to compensating employees; designing, manufacturing, marketing, and selling our products and services; datacenter costs in support of our cloud-based services; and income taxes.

Highlights from fiscal year 2019 compared with fiscal year 2018 included:

- Commercial cloud revenue, which includes Microsoft Office 365 Commercial, Microsoft Azure, the commercial portion of LinkedIn, Microsoft Dynamics 365, and other commercial cloud properties, increased 43% to \$38.1 billion.
- Office Commercial revenue increased 13%, driven by Office 365 Commercial growth of 33%.
- Office Consumer revenue increased 7%, and Office 365 Consumer subscribers increased to 34.8 million.
- LinkedIn revenue increased 28%, with record levels of engagement highlighted by LinkedIn sessions growth of 27%.
- Dynamics revenue increased 15%, driven by Dynamics 365 growth of 47%.
- Server products and cloud services revenue, including GitHub, increased 25%, driven by Azure growth of 72%.
- Enterprise Services revenue increased 5%.
- Windows original equipment manufacturer licensing ("Windows OEM") revenue increased 4%.
- Windows Commercial revenue increased 14%.
- Microsoft Surface revenue increased 23%.
- Gaming revenue increased 10%, driven by Xbox software and services growth of 19%.
- Search advertising revenue, excluding traffic acquisition costs, increased 13%.

We have recast certain prior period commercial cloud metrics to include the commercial portion of LinkedIn to provide a comparable view of our commercial cloud business performance. The commercial portion of LinkedIn includes LinkedIn Recruiter, Sales Navigator, premium business subscriptions, and other services for organizations.

On October 25, 2018, we acquired GitHub, Inc. ("GitHub") in a \$7.5 billion stock transaction (inclusive of total cash payments of \$1.3 billion in respect of vested GitHub equity awards and an indemnity escrow). The financial results of GitHub have been included in our consolidated financial statements since the date of the acquisition. GitHub is reported as part of our Intelligent Cloud segment. Refer to Note 8 – Business Combinations of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

On December 22, 2017, the Tax Cuts and Jobs Act (“TCJA”) was enacted into law, which significantly changed existing U.S. tax law and included numerous provisions that affect our business. We recorded a provisional net charge related to the enactment of the TCJA of \$13.7 billion in fiscal year 2018, and adjusted our provisional net charge by recording additional tax expense of \$157 million in the second quarter of fiscal year 2019. In the fourth quarter of fiscal year 2019, in response to the TCJA and recently issued regulations, we transferred certain intangible properties held by our foreign subsidiaries to the U.S. and Ireland, which resulted in a \$2.6 billion net income tax benefit. Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Industry Trends

Our industry is dynamic and highly competitive, with frequent changes in both technologies and business models. Each industry shift is an opportunity to conceive new products, new technologies, or new ideas that can further transform the industry and our business. At Microsoft, we push the boundaries of what is possible through a broad range of research and development activities that seek to identify and address the changing demands of customers and users, industry trends, and competitive forces.

Economic Conditions, Challenges, and Risks

The markets for software, devices, and cloud-based services are dynamic and highly competitive. Our competitors are developing new software and devices, while also deploying competing cloud-based services for consumers and businesses. The devices and form factors customers prefer evolve rapidly, and influence how users access services in the cloud, and in some cases, the user’s choice of which suite of cloud-based services to use. We must continue to evolve and adapt over an extended time in pace with this changing environment. The investments we are making in infrastructure and devices will continue to increase our operating costs and may decrease our operating margins.

Our success is highly dependent on our ability to attract and retain qualified employees. We hire a mix of university and industry talent worldwide. We compete for talented individuals globally by offering an exceptional working environment, broad customer reach, scale in resources, the ability to grow one’s career across many different products and businesses, and competitive compensation and benefits. Aggregate demand for our software, services, and devices is correlated to global macroeconomic and geopolitical factors, which remain dynamic.

Our international operations provide a significant portion of our total revenue and expenses. Many of these revenue and expenses are denominated in currencies other than the U.S. dollar. As a result, changes in foreign exchange rates may significantly affect revenue and expenses. Strengthening of foreign currencies relative to the U.S. dollar throughout fiscal year 2018 positively impacted reported revenue and increased reported expenses from our international operations. Strengthening of the U.S. dollar relative to certain foreign currencies did not significantly impact reported revenue or expenses from our international operations in the first and second quarters of fiscal year 2019, and reduced reported revenue and expenses from our international operations in the third and fourth quarters of fiscal year 2019.

Refer to Risk Factors (Part I, Item 1A of this Form 10-K) for a discussion of these factors and other risks.

Seasonality

Our revenue fluctuates quarterly and is generally higher in the second and fourth quarters of our fiscal year. Second quarter revenue is driven by corporate year-end spending trends in our major markets and holiday season spending by consumers, and fourth quarter revenue is driven by the volume of multi-year on-premises contracts executed during the period.

Reportable Segments

We report our financial performance based on the following segments: Productivity and Business Processes, Intelligent Cloud, and More Personal Computing. The segment amounts included in MD&A are presented on a basis consistent with our internal management reporting. All differences between our internal management reporting basis and accounting principles generally accepted in the United States of America (“GAAP”), along with certain corporate-level and other activity, are included in Corporate and Other.

Additional information on our reportable segments is contained in Note 20 – Segment Information and Geographic Data of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).

SUMMARY RESULTS OF OPERATIONS

| (In millions, except percentages and per share amounts) | 2019 | | 2018 | | 2017 | | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|---|------|----------------|------|---------|------|--------|--|--|
| Revenue | \$ | 125,843 | \$ | 110,360 | \$ | 96,571 | 14% | 14% |
| Gross margin | | 82,933 | | 72,007 | | 62,310 | 15% | 16% |
| Operating income | | 42,959 | | 35,058 | | 29,025 | 23% | 21% |
| Net income | | 39,240 | | 16,571 | | 25,489 | 137% | (35)% |
| Diluted earnings per share | | 5.06 | | 2.13 | | 3.25 | 138% | (34)% |
| Non-GAAP operating income | | 42,959 | | 35,058 | | 29,331 | 23% | 20% |
| Non-GAAP net income | | 36,830 | | 30,267 | | 25,732 | 22% | 18% |
| Non-GAAP diluted earnings per share | | 4.75 | | 3.88 | | 3.29 | 22% | 18% |

Non-GAAP operating income, net income, and diluted earnings per share ("EPS") exclude the net tax impact of transfer of intangible properties, the net tax impact of the TCJA, and restructuring expenses. Refer to the Non-GAAP Financial Measures section below for a reconciliation of our financial results reported in accordance with GAAP to non-GAAP financial results.

Fiscal Year 2019 Compared with Fiscal Year 2018

Revenue increased \$15.5 billion or 14%, driven by growth across each of our segments. Intelligent Cloud revenue increased, driven by server products and cloud services. Productivity and Business Processes revenue increased, driven by Office and LinkedIn. More Personal Computing revenue increased, driven by Surface, Gaming, and Windows.

Gross margin increased \$10.9 billion or 15%, driven by growth across each of our segments. Gross margin percentage increased slightly, due to gross margin percentage improvement across each of our segments and favorable segment sales mix. Gross margin included a 5 percentage point improvement in commercial cloud, primarily from Azure.

Operating income increased \$7.9 billion or 23%, driven by growth across each of our segments.

Key changes in expenses were:

- Cost of revenue increased \$4.6 billion or 12%, driven by growth in commercial cloud, Surface, and Gaming.
- Research and development expenses increased \$2.2 billion or 15%, driven by investments in cloud and artificial intelligence ("AI") engineering, Gaming, LinkedIn, and GitHub.
- Sales and marketing expenses increased \$744 million or 4%, driven by investments in commercial sales capacity, LinkedIn, and GitHub, offset in part by a decrease in marketing. Sales and marketing expenses included a favorable foreign currency impact of 2%.

Current year net income included a \$2.6 billion net income tax benefit related to intangible property transfers and a \$157 million net charge related to the enactment of the TCJA, which together resulted in an increase to net income and diluted EPS of \$2.4 billion and \$0.31, respectively. Prior year net income and diluted EPS were negatively impacted by the net charge related to the enactment of the TCJA, which resulted in a decrease to net income and diluted EPS of \$13.7 billion and \$1.75, respectively.

Fiscal Year 2018 Compared with Fiscal Year 2017

Revenue increased \$13.8 billion or 14%, driven by growth across each of our segments. Productivity and Business Processes revenue increased, driven by LinkedIn and higher revenue from Office. Intelligent Cloud revenue increased, primarily due to higher revenue from server products and cloud services. More Personal Computing revenue increased, driven by higher revenue from Gaming, Windows, Search advertising, and Surface, offset in part by lower revenue from Phone.

Gross margin increased \$9.7 billion or 16%, due to growth across each of our segments. Gross margin percentage increased slightly, driven by favorable segment sales mix and gross margin percentage improvement in More Personal Computing. Gross margin included a 7 percentage point improvement in commercial cloud, primarily from Azure.

Operating income increased \$6.0 billion or 21%, driven by growth across each of our segments. LinkedIn operating loss increased \$63 million to \$987 million, including \$1.5 billion of amortization of intangible assets. Operating income included a favorable foreign currency impact of 2%.

Key changes in expenses were:

- Cost of revenue increased \$4.1 billion or 12%, mainly due to growth in our commercial cloud, Gaming, LinkedIn, and Search advertising, offset in part by a reduction in Phone cost of revenue.
- Sales and marketing expenses increased \$2.0 billion or 13%, primarily due to LinkedIn expenses and investments in commercial sales capacity, offset in part by a decrease in Windows marketing expenses.
- Research and development expenses increased \$1.7 billion or 13%, primarily due to investments in cloud engineering and LinkedIn expenses.
- General and administrative expenses increased \$273 million or 6%, primarily due to LinkedIn expenses.

Fiscal year 2018 net income and diluted EPS were negatively impacted by the net charge related to the enactment of the TCJA, which resulted in a decrease to net income and diluted earnings per share of \$13.7 billion and \$1.75, respectively. Fiscal year 2017 operating income, net income, and diluted EPS were negatively impacted by restructuring expenses, which resulted in a decrease to operating income, net income, and diluted EPS of \$306 million, \$243 million, and \$0.04, respectively.

SEGMENT RESULTS OF OPERATIONS

| (In millions, except percentages) | 2019 | 2018 | 2017 | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|-------------------------------------|-------------------|-------------------|------------------|------------------------------------|------------------------------------|
| Revenue | | | | | |
| Productivity and Business Processes | \$ 41,160 | \$ 35,865 | \$ 29,870 | 15% | 20% |
| Intelligent Cloud | 38,985 | 32,219 | 27,407 | 21% | 18% |
| More Personal Computing | 45,698 | 42,276 | 39,294 | 8% | 8% |
| Total | \$ 125,843 | \$ 110,360 | \$ 96,571 | 14% | 14% |
| Operating Income (Loss) | | | | | |
| Productivity and Business Processes | \$ 16,219 | \$ 12,924 | \$ 11,389 | 25% | 13% |
| Intelligent Cloud | 13,920 | 11,524 | 9,127 | 21% | 26% |
| More Personal Computing | 12,820 | 10,610 | 8,815 | 21% | 20% |
| Corporate and Other | 0 | 0 | (306) | * | * |
| Total | \$ 42,959 | \$ 35,058 | \$ 29,025 | 23% | 21% |

* Not meaningful.

Reportable Segments

Fiscal Year 2019 Compared with Fiscal Year 2018

Productivity and Business Processes

Revenue increased \$5.3 billion or 15%.

- Office Commercial revenue increased \$3.2 billion or 13%, driven by Office 365 Commercial, offset in part by lower revenue from products licensed on-premises, reflecting a continued shift to cloud offerings. Office 365 Commercial grew 33%, due to growth in seats and higher average revenue per user.

- Office Consumer revenue increased \$286 million or 7%, driven by Office 365 Consumer, due to recurring subscription revenue and transactional strength in Japan.
- LinkedIn revenue increased \$1.5 billion or 28%, driven by growth across each line of business.
- Dynamics revenue increased 15%, driven by Dynamics 365 growth.

Operating income increased \$3.3 billion or 25%, including an unfavorable foreign currency impact of 2%.

- Gross margin increased \$4.1 billion or 15%, driven by growth in Office Commercial and LinkedIn. Gross margin percentage increased slightly, due to gross margin percentage improvement in LinkedIn and Office 365 Commercial, offset in part by an increased mix of cloud offerings.
- Operating expenses increased \$806 million or 6%, driven by investments in LinkedIn and cloud engineering, offset in part by a decrease in marketing.

Intelligent Cloud

Revenue increased \$6.8 billion or 21%.

- Server products and cloud services revenue, including GitHub, increased \$6.5 billion or 25%, driven by Azure. Azure revenue growth was 72%, due to higher infrastructure-as-a-service and platform-as-a-service consumption-based and per user-based services. Server products revenue increased 6%, due to continued demand for premium versions and hybrid solutions, GitHub, and demand ahead of end-of-support for SQL Server 2008 and Windows Server 2008.
- Enterprise Services revenue increased \$278 million or 5%, driven by growth in Premier Support Services and Microsoft Consulting Services.

Operating income increased \$2.4 billion or 21%.

- Gross margin increased \$4.8 billion or 22%, driven by growth in server products and cloud services revenue and cloud services scale and efficiencies. Gross margin percentage increased slightly, due to gross margin percentage improvement in Azure, offset in part by an increased mix of cloud offerings.
- Operating expenses increased \$2.4 billion or 22%, driven by investments in cloud and AI engineering, GitHub, and commercial sales capacity.

More Personal Computing

Revenue increased \$3.4 billion or 8%.

- Windows revenue increased \$877 million or 4%, driven by growth in Windows Commercial and Windows OEM, offset in part by a decline in patent licensing. Windows Commercial revenue increased 14%, driven by an increased mix of multi-year agreements that carry higher in-quarter revenue recognition. Windows OEM revenue increased 4%. Windows OEM Pro revenue grew 10%, ahead of the commercial PC market, driven by healthy Windows 10 demand. Windows OEM non-Pro revenue declined 7%, below the consumer PC market, driven by continued pressure in the entry level category.
- Surface revenue increased \$1.1 billion or 23%, with strong growth across commercial and consumer.
- Gaming revenue increased \$1.0 billion or 10%, driven by Xbox software and services growth of 19%, primarily due to third-party title strength and subscriptions growth, offset in part by a decline in Xbox hardware of 13% primarily due to a decrease in volume of consoles sold.
- Search advertising revenue increased \$616 million or 9%. Search advertising revenue, excluding traffic acquisition costs, increased 13%, driven by higher revenue per search.

Operating income increased \$2.2 billion or 21%, including an unfavorable foreign currency impact of 2%.

- Gross margin increased \$2.0 billion or 9%, driven by growth in Windows, Gaming, and Search. Gross margin percentage increased slightly, due to a sales mix shift to higher gross margin businesses in Windows and Gaming.
- Operating expenses decreased \$172 million or 1%.

Fiscal Year 2018 Compared with Fiscal Year 2017

Productivity and Business Processes

Revenue increased \$6.0 billion or 20%.

- LinkedIn revenue increased \$3.0 billion to \$5.3 billion. Fiscal year 2018 included a full period of results, whereas fiscal year 2017 only included results from the date of acquisition on December 8, 2016. LinkedIn revenue primarily consisted of revenue from Talent Solutions.
- Office Commercial revenue increased \$2.4 billion or 11%, driven by Office 365 Commercial revenue growth, mainly due to growth in subscribers and average revenue per user, offset in part by lower revenue from products licensed on-premises, reflecting a continued shift to Office 365 Commercial.
- Office Consumer revenue increased \$382 million or 11%, driven by Office 365 Consumer revenue growth, mainly due to growth in subscribers.
- Dynamics revenue increased 13%, driven by Dynamics 365 revenue growth.

Operating income increased \$1.5 billion or 13%, including a favorable foreign currency impact of 2%.

- Gross margin increased \$4.4 billion or 19%, driven by LinkedIn and growth in Office Commercial. Gross margin percentage decreased slightly, due to an increased mix of cloud offerings, offset in part by gross margin percentage improvement in Office 365 Commercial and LinkedIn. LinkedIn cost of revenue increased \$818 million to \$1.7 billion, including \$888 million of amortization for acquired intangible assets.
- Operating expenses increased \$2.9 billion or 25%, driven by LinkedIn expenses and investments in commercial sales capacity and cloud engineering. LinkedIn operating expenses increased \$2.2 billion to \$4.5 billion, including \$617 million of amortization of acquired intangible assets.

Intelligent Cloud

Revenue increased \$4.8 billion or 18%.

- Server products and cloud services revenue increased \$4.5 billion or 21%, driven by Azure and server products licensed on-premises revenue growth. Azure revenue grew 91%, due to higher infrastructure-as-a-service and platform-as-a-service consumption-based and per user-based services. Server products licensed on-premises revenue increased 5%, mainly due to a higher mix of premium licenses for Windows Server and Microsoft SQL Server.
- Enterprise Services revenue increased \$304 million or 5%, driven by higher revenue from Premier Support Services and Microsoft Consulting Services, offset in part by a decline in revenue from custom support agreements.

Operating income increased \$2.4 billion or 26%.

- Gross margin increased \$3.1 billion or 16%, driven by growth in server products and cloud services revenue and cloud services scale and efficiencies. Gross margin percentage decreased, due to an increased mix of cloud offerings, offset in part by gross margin percentage improvement in Azure.
- Operating expenses increased \$683 million or 7%, driven by investments in commercial sales capacity and cloud engineering.

More Personal Computing

Revenue increased \$3.0 billion or 8%.

- Windows revenue increased \$925 million or 5%, driven by growth in Windows Commercial and Windows OEM, offset by a decline in patent licensing revenue. Windows Commercial revenue increased 12%, driven by multi-year agreement revenue growth. Windows OEM revenue increased 5%. Windows OEM Pro revenue grew 11%, ahead of a strengthening commercial PC market. Windows OEM non-Pro revenue declined 4%, below the consumer PC market, driven by continued pressure in the entry-level price category.
- Gaming revenue increased \$1.3 billion or 14%, driven by Xbox software and services revenue growth of 20%, mainly from third-party title strength.

- Search advertising revenue increased \$793 million or 13%. Search advertising revenue, excluding traffic acquisition costs, increased 16%, driven by growth in Bing, due to higher revenue per search and search volume.
- Surface revenue increased \$625 million or 16%, driven by a higher mix of premium devices and an increase in volumes sold, due to the latest editions of Surface.
- Phone revenue decreased \$525 million.

Operating income increased \$1.8 billion or 20%, including a favorable foreign currency impact of 2%.

- Gross margin increased \$2.2 billion or 11%, driven by growth in Windows, Surface, Search, and Gaming. Gross margin percentage increased, primarily due to gross margin percentage improvement in Surface.
- Operating expenses increased \$391 million or 3%, driven by investments in Search, AI, and Gaming engineering and commercial sales capacity, offset in part by a decrease in Windows marketing expenses.

Corporate and Other

Corporate and Other includes corporate-level activity not specifically allocated to a segment, including restructuring expenses.

Fiscal Year 2019 Compared with Fiscal Year 2018

We did not incur Corporate and Other activity in fiscal years 2019 or 2018.

Fiscal Year 2018 Compared with Fiscal Year 2017

Corporate and Other operating loss decreased \$306 million, due to a reduction in restructuring expenses, driven by employee severance expenses primarily related to our sales and marketing restructuring plan in fiscal year 2017.

OPERATING EXPENSES

Research and Development

| (In millions, except percentages) | 2019 | 2018 | 2017 | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|-----------------------------------|-----------|-----------|-----------|--|--|
| Research and development | \$ 16,876 | \$ 14,726 | \$ 13,037 | 15% | 13% |
| As a percent of revenue | 13% | 13% | 13% | Oppt | Oppt |

Research and development expenses include payroll, employee benefits, stock-based compensation expense, and other headcount-related expenses associated with product development. Research and development expenses also include third-party development and programming costs, localization costs incurred to translate software for international markets, and the amortization of purchased software code and services content.

Fiscal Year 2019 Compared with Fiscal Year 2018

Research and development expenses increased \$2.2 billion or 15%, driven by investments in cloud and AI engineering, Gaming, LinkedIn, and GitHub.

Fiscal Year 2018 Compared with Fiscal Year 2017

Research and development expenses increased \$1.7 billion or 13%, primarily due to investments in cloud engineering and LinkedIn expenses. LinkedIn expenses increased \$762 million to \$1.5 billion.

Sales and Marketing

| (In millions, except percentages) | 2019 | 2018 | 2017 | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|-----------------------------------|-----------|-----------|-----------|--|--|
| Sales and marketing | \$ 18,213 | \$ 17,469 | \$ 15,461 | 4% | 13% |
| As a percent of revenue | 14% | 16% | 16% | (2)ppt | 0ppt |

Sales and marketing expenses include payroll, employee benefits, stock-based compensation expense, and other headcount-related expenses associated with sales and marketing personnel, and the costs of advertising, promotions, trade shows, seminars, and other programs.

Fiscal Year 2019 Compared with Fiscal Year 2018

Sales and marketing expenses increased \$744 million or 4%, driven by investments in commercial sales capacity, LinkedIn, and GitHub, offset in part by a decrease in marketing. Expenses included a favorable foreign currency impact of 2%.

Fiscal Year 2018 Compared with Fiscal Year 2017

Sales and marketing expenses increased \$2.0 billion or 13%, primarily due to LinkedIn expenses and investments in commercial sales capacity, offset in part by a decrease in Windows marketing expenses. LinkedIn expenses increased \$1.2 billion to \$2.5 billion, including \$617 million of amortization of acquired intangible assets.

General and Administrative

| (In millions, except percentages) | 2019 | 2018 | 2017 | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|-----------------------------------|----------|----------|----------|--|--|
| General and administrative | \$ 4,885 | \$ 4,754 | \$ 4,481 | 3% | 6% |
| As a percent of revenue | 4% | 4% | 5% | 0ppt | (1)ppt |

General and administrative expenses include payroll, employee benefits, stock-based compensation expense, severance expense, and other headcount-related expenses associated with finance, legal, facilities, certain human resources and other administrative personnel, certain taxes, and legal and other administrative fees.

Fiscal Year 2019 Compared with Fiscal Year 2018

General and administrative expenses increased \$131 million or 3%.

Fiscal Year 2018 Compared with Fiscal Year 2017

General and administrative expenses increased \$273 million or 6%, primarily due to LinkedIn expenses. LinkedIn expenses increased \$234 million to \$528 million.

RESTRUCTURING EXPENSES

Restructuring expenses include employee severance expenses and other costs associated with the consolidation of facilities and manufacturing operations related to restructuring activities.

Fiscal Year 2019 Compared with Fiscal Year 2018

We did not incur restructuring expenses in fiscal years 2019 or 2018.

Fiscal Year 2018 Compared with Fiscal Year 2017

During fiscal year 2017, we recorded \$306 million of employee severance expenses, primarily related to our sales and marketing restructuring plan.

OTHER INCOME (EXPENSE), NET

The components of other income (expense), net were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|---------------|-----------------|---------------|
| Interest and dividends income | \$ 2,762 | \$ 2,214 | \$ 1,387 |
| Interest expense | (2,686) | (2,733) | (2,222) |
| Net recognized gains on investments | 648 | 2,399 | 2,583 |
| Net gains (losses) on derivatives | 144 | (187) | (510) |
| Net losses on foreign currency remeasurements | (82) | (218) | (111) |
| Other, net | (57) | (59) | (251) |
| Total | \$ 729 | \$ 1,416 | \$ 876 |

We use derivative instruments to: manage risks related to foreign currencies, equity prices, interest rates, and credit; enhance investment returns; and facilitate portfolio diversification. Gains and losses from changes in fair values of derivatives that are not designated as hedging instruments are primarily recognized in other income (expense), net.

Fiscal Year 2019 Compared with Fiscal Year 2018

Interest and dividends income increased primarily due to higher yields on fixed-income securities. Interest expense decreased primarily driven by a decrease in outstanding long-term debt due to debt maturities, offset in part by higher finance lease expense. Net recognized gains on investments decreased primarily due to lower gains on sales of equity investments. Net gains on derivatives includes gains on foreign exchange and interest rate derivatives in the current period as compared to losses in the prior period.

Fiscal Year 2018 Compared with Fiscal Year 2017

Dividends and interest income increased primarily due to higher average portfolio balances and yields on fixed-income securities. Interest expense increased primarily due to higher average outstanding long-term debt and higher finance lease expense. Net recognized gains on investments decreased primarily due to higher losses on sales of fixed-income securities, offset in part by higher gains on sales of equity securities. Net losses on derivatives decreased primarily due to lower losses on equity, foreign exchange, and commodity derivatives, offset in part by losses on interest rate derivatives in the current period as compared to gains in the prior period.

INCOME TAXES**Effective Tax Rate*****Fiscal Year 2019 Compared with Fiscal Year 2018***

Our effective tax rate for fiscal years 2019 and 2018 was 10% and 55%, respectively. The decrease in our effective tax rate for fiscal year 2019 compared to fiscal year 2018 was primarily due to the net charge related to the enactment of the TCJA in the second quarter of fiscal year 2018 and a \$2.6 billion net income tax benefit in the fourth quarter of fiscal year 2019 related to intangible property transfers. Our effective tax rate was lower than the U.S. federal statutory rate, primarily due to the tax benefit related to intangible property transfers, and earnings taxed at lower rates in foreign jurisdictions resulting from producing and distributing our products and services through our foreign regional operations centers in Ireland, Singapore, and Puerto Rico.

The mix of income before income taxes between the U.S. and foreign countries impacted our effective tax rate as a result of the geographic distribution of, and customer demand for, our products and services. In fiscal year 2019, our U.S. income before income taxes was \$15.8 billion and our foreign income before income taxes was \$27.9 billion. In fiscal year 2018, our U.S. income before income taxes was \$11.5 billion and our foreign income before income taxes was \$24.9 billion.

Fiscal Year 2018 Compared with Fiscal Year 2017

Our effective tax rate for fiscal years 2018 and 2017 was 55% and 15%, respectively. The increase in our effective tax rate for fiscal year 2018 compared to fiscal year 2017 was primarily due to the net charge related to the enactment of the TCJA in fiscal year 2018 and the realization of tax benefits attributable to previous Phone business losses in fiscal year 2017. Our effective tax rate was higher than the U.S. federal statutory rate primarily due to the net charge related to the enactment of the TCJA, offset in part by earnings taxed at lower rates in foreign jurisdictions resulting from our foreign regional operations centers in Ireland, Singapore, and Puerto Rico.

The mix of income before income taxes between the U.S. and foreign countries impacted our effective tax rate as a result of the geographic distribution of, and customer demand for, our products and services. In fiscal year 2018, our U.S. income before income taxes was \$11.5 billion and our foreign income before income taxes was \$24.9 billion. In fiscal year 2017, our U.S. income before income taxes was \$6.8 billion and our foreign income before income taxes was \$23.1 billion.

Tax Cuts and Jobs Act

On December 22, 2017, the TCJA was enacted into law, which significantly changed existing U.S. tax law and included numerous provisions that affect our business, such as imposing a one-time transition tax on deemed repatriation of deferred foreign income, reducing the U.S. federal statutory tax rate, and adopting a territorial tax system. In fiscal year 2018, the TCJA required us to incur a transition tax on deferred foreign income not previously subject to U.S. income tax at a rate of 15.5% for foreign cash and certain other net current assets, and 8% on the remaining income. The TCJA reduced the U.S. federal statutory tax rate from 35% to 21% effective January 1, 2018. In addition, the TCJA subjected us to a tax on our global intangible low-taxed income ("GILTI") effective July 1, 2018.

Under GAAP, we can make an accounting policy election to either treat taxes due on the GILTI inclusion as a current period expense or factor such amounts into our measurement of deferred taxes. We elected the deferred method, under which we recorded the corresponding deferred tax assets and liabilities on our consolidated balance sheets.

During fiscal year 2018, we recorded a net charge of \$13.7 billion related to the enactment of the TCJA, due to the impact of the one-time transition tax on the deemed repatriation of deferred foreign income of \$17.9 billion, offset in part by the impact of changes in the tax rate of \$4.2 billion, primarily on deferred tax assets and liabilities. During the second quarter of fiscal year 2019, we recorded additional tax expense of \$157 million, which related to completing our provisional accounting for GILTI deferred taxes pursuant to Securities and Exchange Commission Staff Accounting Bulletin No. 118.

In the fourth quarter of fiscal year 2019, in response to the TCJA and recently issued regulations, we transferred certain intangible properties held by our foreign subsidiaries to the U.S. and Ireland. The transfers of intangible properties resulted in a \$2.6 billion net income tax benefit recorded in the fourth quarter of fiscal year 2019, as the value of future tax deductions exceeded the current tax liability from foreign jurisdictions and U.S. GILTI tax.

Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Uncertain Tax Positions

We settled a portion of the Internal Revenue Service (“IRS”) audit for tax years 2004 to 2006 in fiscal year 2011. In February 2012, the IRS withdrew its 2011 Revenue Agents Report related to unresolved issues for tax years 2004 to 2006 and reopened the audit phase of the examination. We also settled a portion of the IRS audit for tax years 2007 to 2009 in fiscal year 2016, and a portion of the IRS audit for tax years 2010 to 2013 in fiscal year 2018. We remain under audit for tax years 2004 to 2013. We expect the IRS to begin an examination of tax years 2014 to 2017 within the next 12 months.

As of June 30, 2019, the primary unresolved issues for the IRS audits relate to transfer pricing, which could have a material impact on our consolidated financial statements when the matters are resolved. We believe our allowances for income tax contingencies are adequate. We have not received a proposed assessment for the unresolved issues and do not expect a final resolution of these issues in the next 12 months. Based on the information currently available, we do not anticipate a significant increase or decrease to our tax contingencies for these issues within the next 12 months.

We are subject to income tax in many jurisdictions outside the U.S. Our operations in certain jurisdictions remain subject to examination for tax years 1996 to 2018, some of which are currently under audit by local tax authorities. The resolution of each of these audits is not expected to be material to our consolidated financial statements.

NON-GAAP FINANCIAL MEASURES

Non-GAAP operating income, net income, and diluted EPS are non-GAAP financial measures which exclude the net tax impact of transfer of intangible properties, the net tax impact of the TCJA, and restructuring expenses. We believe these non-GAAP measures aid investors by providing additional insight into our operational performance and help clarify trends affecting our business. For comparability of reporting, management considers non-GAAP measures in conjunction with GAAP financial results in evaluating business performance. These non-GAAP financial measures presented should not be considered a substitute for, or superior to, the measures of financial performance prepared in accordance with GAAP.

The following table reconciles our financial results reported in accordance with GAAP to non-GAAP financial results:

| (In millions, except percentages and per share amounts) | 2019 | 2018 | 2017 | Percentage Change 2019 Versus 2018 | Percentage Change 2018 Versus 2017 |
|---|------------------|------------------|------------------|--|--|
| Operating income | \$ 42,959 | \$ 35,058 | \$ 29,025 | 23% | 21% |
| Net tax impact of transfer of intangible properties | 0 | 0 | 0 | * | * |
| Net tax impact of the TCJA | 0 | 0 | 0 | * | * |
| Restructuring expenses | 0 | 0 | 306 | * | * |
| Non-GAAP operating income | \$ 42,959 | \$ 35,058 | \$ 29,331 | 23% | 20% |
| Net income | \$ 39,240 | \$ 16,571 | \$ 25,489 | 137% | (35)% |
| Net tax impact of transfer of intangible properties | (2,567) | 0 | 0 | * | * |
| Net tax impact of the TCJA | 157 | 13,696 | 0 | * | * |
| Restructuring expenses | 0 | 0 | 243 | * | * |
| Non-GAAP net income | \$ 36,830 | \$ 30,267 | \$ 25,732 | 22% | 18% |
| Diluted earnings per share | \$ 5.06 | \$ 2.13 | \$ 3.25 | 138% | (34)% |
| Net tax impact of transfer of intangible properties | (0.33) | 0 | 0 | * | * |
| Net tax impact of the TCJA | 0.02 | 1.75 | 0 | * | * |
| Restructuring expenses | 0 | 0 | 0.04 | * | * |
| Non-GAAP diluted earnings per share | \$ 4.75 | \$ 3.88 | \$ 3.29 | 22% | 18% |

* *Not meaningful.*

FINANCIAL CONDITION**Cash, Cash Equivalents, and Investments**

Cash, cash equivalents, and short-term investments totaled \$133.8 billion as of both June 30, 2019 and 2018. Equity investments were \$2.6 billion and \$1.9 billion as of June 30, 2019 and 2018, respectively. Our short-term investments are primarily intended to facilitate liquidity and capital preservation. They consist predominantly of highly liquid investment-grade fixed-income securities, diversified among industries and individual issuers. The investments are predominantly U.S. dollar-denominated securities, but also include foreign currency-denominated securities to diversify risk. Our fixed-income investments are exposed to interest rate risk and credit risk. The credit risk and average maturity of our fixed-income portfolio are managed to achieve economic returns that correlate to certain fixed-income indices. The settlement risk related to these investments is insignificant given that the short-term investments held are primarily highly liquid investment-grade fixed-income securities.

Valuation

In general, and where applicable, we use quoted prices in active markets for identical assets or liabilities to determine the fair value of our financial instruments. This pricing methodology applies to our Level 1 investments, such as U.S. government securities, common and preferred stock, and mutual funds. If quoted prices in active markets for identical assets or liabilities are not available to determine fair value, then we use quoted prices for similar assets and liabilities or inputs other than the quoted prices that are observable either directly or indirectly. This pricing methodology applies to our Level 2 investments, such as commercial paper, certificates of deposit, U.S. agency securities, foreign government bonds, mortgage- and asset-backed securities, corporate notes and bonds, and municipal securities. Level 3 investments are valued using internally-developed models with unobservable inputs. Assets and liabilities measured at fair value on a recurring basis using unobservable inputs are an immaterial portion of our portfolio.

A majority of our investments are priced by pricing vendors and are generally Level 1 or Level 2 investments as these vendors either provide a quoted market price in an active market or use observable inputs for their pricing without applying significant adjustments. Broker pricing is used mainly when a quoted price is not available, the investment is not priced by our pricing vendors, or when a broker price is more reflective of fair values in the market in which the investment trades. Our broker-priced investments are generally classified as Level 2 investments because the broker prices these investments based on similar assets without applying significant adjustments. In addition, all our broker-priced investments have a sufficient level of trading volume to demonstrate that the fair values used are appropriate for these investments. Our fair value processes include controls that are designed to ensure appropriate fair values are recorded. These controls include model validation, review of key model inputs, analysis of period-over-period fluctuations, and independent recalculation of prices where appropriate.

Cash Flows***Fiscal Year 2019 Compared with Fiscal Year 2018***

Cash from operations increased \$8.3 billion to \$52.2 billion for fiscal year 2019, mainly due to an increase in cash received from customers, offset in part by an increase in cash paid to suppliers and employees and an increase in cash paid for income taxes. Cash used in financing increased \$3.3 billion to \$36.9 billion for fiscal year 2019, mainly due to an \$8.8 billion increase in common stock repurchases and a \$1.1 billion increase in dividends paid, offset in part by a \$6.2 billion decrease in repayments of debt, net of proceeds from issuance of debt. Cash used in investing increased \$9.7 billion to \$15.8 billion for fiscal year 2019, mainly due to a \$6.0 billion decrease in cash from net investment purchases, sales, and maturities, a \$2.3 billion increase in additions to property and equipment, and a \$1.5 billion increase in cash used for acquisitions of companies, net of cash acquired, and purchases of intangible and other assets.

Fiscal Year 2018 Compared with Fiscal Year 2017

Cash from operations increased \$4.4 billion to \$43.9 billion for fiscal year 2018, mainly due to an increase in cash received from customers, offset in part by an increase in cash paid to employees, net cash paid for income taxes, cash paid for interest on debt, and cash paid to suppliers. Cash used in financing was \$33.6 billion for fiscal year 2018, compared to cash from financing of \$8.4 billion for fiscal year 2017. The change was mainly due to a \$41.7 billion decrease in proceeds from issuance of debt, net of repayments of debt, offset in part by a \$1.1 billion decrease in cash used for common stock repurchases. Cash used in investing decreased \$40.7 billion to \$6.1 billion for fiscal year 2018, mainly due to a \$25.1 billion decrease in cash used for acquisitions of companies, net of cash acquired, and purchases of intangible and other assets, and a \$19.1 billion increase in cash from net investment purchases, sales, and maturities.

Debt

We issue debt to take advantage of favorable pricing and liquidity in the debt markets, reflecting our credit rating and the low interest rate environment. The proceeds of these issuances were or will be used for general corporate purposes, which may include, among other things, funding for working capital, capital expenditures, repurchases of capital stock, acquisitions, and repayment of existing debt. Refer to Note 11 – Debt of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Unearned Revenue

Unearned revenue comprises mainly unearned revenue related to volume licensing programs, which may include Software Assurance (“SA”) and cloud services. Unearned revenue is generally invoiced annually at the beginning of each contract period for multi-year agreements and recognized ratably over the coverage period. Unearned revenue also includes payments for other offerings for which we have been paid in advance and earn the revenue when we transfer control of the product or service. Refer to Note 1 – Accounting Policies of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

The following table outlines the expected future recognition of unearned revenue as of June 30, 2019:

| (In millions) | |
|-----------------------------|------------------|
| Three Months Ending, | |
| September 30, 2019 | \$ 12,353 |
| December 31, 2019 | 9,807 |
| March 31, 2020 | 6,887 |
| June 30, 2020 | 3,629 |
| Thereafter | 4,530 |
| Total | \$ 37,206 |

If our customers choose to license cloud-based versions of our products and services rather than licensing transaction-based products and services, the associated revenue will shift from being recognized at the time of the transaction to being recognized over the subscription period or upon consumption, as applicable.

Share Repurchases

For fiscal years 2019, 2018, and 2017, we repurchased 150 million shares, 99 million shares, and 170 million shares of our common stock for \$16.8 billion, \$8.6 billion, and \$10.3 billion, respectively, through our share repurchase programs. All repurchases were made using cash resources. Refer to Note 17 – Stockholders’ Equity of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Dividends

Refer to Note 17 – Stockholders’ Equity of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Off-Balance Sheet Arrangements

We provide indemnifications of varying scope and size to certain customers against claims of intellectual property infringement made by third parties arising from the use of our products and certain other matters. Additionally, we have agreed to cover damages resulting from breaches of certain security and privacy commitments in our cloud business. In evaluating estimated losses on these obligations, we consider factors such as the degree of probability of an unfavorable outcome and our ability to make a reasonable estimate of the amount of loss. These obligations did not have a material impact on our consolidated financial statements during the periods presented.

Contractual Obligations

The following table summarizes the payments due by fiscal year for our outstanding contractual obligations as of June 30, 2019:

| (In millions) | 2020 | 2021-2022 | 2023-2024 | Thereafter | Total |
|--|------------------|------------------|------------------|------------------|-------------------|
| Long-term debt: (a) | | | | | |
| Principal payments | \$ 5,518 | \$ 11,744 | \$ 8,000 | \$ 47,519 | \$ 72,781 |
| Interest payments | 2,299 | 4,309 | 3,818 | 29,383 | 39,809 |
| Construction commitments (b) | 3,443 | 515 | 0 | 0 | 3,958 |
| Operating leases, including imputed interest (c) | 1,790 | 3,144 | 2,413 | 3,645 | 10,992 |
| Finance leases, including imputed interest (c) | 797 | 2,008 | 2,165 | 9,872 | 14,842 |
| Transition tax (d) | 1,180 | 2,900 | 4,168 | 8,155 | 16,403 |
| Purchase commitments (e) | 17,478 | 1,185 | 159 | 339 | 19,161 |
| Other long-term liabilities (f) | 0 | 72 | 29 | 324 | 425 |
| Total | \$ 32,505 | \$ 25,877 | \$ 20,752 | \$ 99,237 | \$ 178,371 |

- (a) Refer to Note 11 – Debt of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).
- (b) Refer to Note 7 – Property and Equipment of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).
- (c) Refer to Note 15 – Leases of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).
- (d) Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K).
- (e) Amounts represent purchase commitments, including open purchase orders and take-or-pay contracts that are not presented as construction commitments above.
- (f) We have excluded long-term tax contingencies, other tax liabilities, and deferred income taxes of \$14.2 billion from the amounts presented as the timing of these obligations is uncertain. We have also excluded unearned revenue and non-cash items.

Other Planned Uses of Capital

We will continue to invest in sales, marketing, product support infrastructure, and existing and advanced areas of technology, as well as continue making acquisitions that align with our business strategy. Additions to property and equipment will continue, including new facilities, datacenters, and computer systems for research and development, sales and marketing, support, and administrative staff. We expect capital expenditures to increase in coming years to support growth in our cloud offerings. We have operating and finance leases for datacenters, corporate offices, research and development facilities, retail stores, and certain equipment. We have not engaged in any related party transactions or arrangements with unconsolidated entities or other persons that are reasonably likely to materially affect liquidity or the availability of capital resources.

Liquidity

As a result of the TCJA, we are required to pay a one-time transition tax on deferred foreign income not previously subject to U.S. income tax. Under the TCJA, the transition tax is payable interest free over eight years, with 8% due in each of the first five years, 15% in year six, 20% in year seven, and 25% in year eight. We have paid transition tax of approximately \$2.0 billion, which included \$1.5 billion for fiscal year 2019. The first installment of the transition tax was paid in fiscal year 2019, and the remaining transition tax of \$16.4 billion is payable over the next seven years with a final payment in fiscal year 2026. During the first quarter of fiscal year 2020, we expect to pay \$1.2 billion related to the second installment of the transition tax, and \$3.5 billion related to the transfer of intangible properties in the fourth quarter of fiscal year 2019.

We expect existing cash, cash equivalents, short-term investments, cash flows from operations, and access to capital markets to continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities, such as dividends, share repurchases, debt maturities, material capital expenditures, and the transition tax related to the TCJA, for at least the next 12 months and thereafter for the foreseeable future.

RECENT ACCOUNTING GUIDANCE

Refer to Note 1 – Accounting Policies of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

Our consolidated financial statements and accompanying notes are prepared in accordance with GAAP. Preparing consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses. These estimates and assumptions are affected by management's application of accounting policies. Critical accounting policies for us include revenue recognition, impairment of investment securities, goodwill, research and development costs, contingencies, income taxes, and inventories.

Revenue Recognition

Our contracts with customers often include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. When a cloud-based service includes both on-premises software licenses and cloud services, judgment is required to determine whether the software license is considered distinct and accounted for separately, or not distinct and accounted for together with the cloud service and recognized over time. Certain cloud services, primarily Office 365, depend on a significant level of integration, interdependency, and interrelation between the desktop applications and cloud services, and are accounted for together as one performance obligation. Revenue from Office 365 is recognized ratably over the period in which the cloud services are provided.

Judgment is required to determine the stand-alone selling price ("SSP") for each distinct performance obligation. We use a single amount to estimate SSP for items that are not sold separately, including on-premises licenses sold with SA or software updates provided at no additional charge. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP of the various products and services.

In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine the SSP using information that may include market conditions and other observable inputs. We typically have more than one SSP for individual products and services due to the stratification of those products and services by customers and circumstances. In these instances, we may use information such as the size of the customer and geographic region in determining the SSP.

Due to the various benefits from and the nature of our SA program, judgment is required to assess the pattern of delivery, including the exercise pattern of certain benefits across our portfolio of customers.

Our products are generally sold with a right of return, we may provide other credits or incentives, and in certain instances we estimate customer usage of our products and services, which are accounted for as variable consideration when determining the amount of revenue to recognize. Returns and credits are estimated at contract inception and updated at the end of each reporting period if additional information becomes available. Changes to our estimated variable consideration were not material for the periods presented.

Impairment of Investment Securities

We review debt investments quarterly for indicators of other-than-temporary impairment. This determination requires significant judgment. In making this judgment, we employ a systematic methodology quarterly that considers available quantitative and qualitative evidence in evaluating potential impairment of our investments. If the cost of an investment exceeds its fair value, we evaluate, among other factors, general market conditions, credit quality of debt instrument issuers, and the duration and extent to which the fair value is less than cost. We also evaluate whether we have plans to sell the security or it is more likely than not that we will be required to sell the security before recovery. In addition, we consider specific adverse conditions related to the financial health of and business outlook for the investee, including industry and sector performance, changes in technology, and operational and financing cash flow factors. Once a decline in fair value is determined to be other-than-temporary, an impairment charge is recorded in other income (expense), net and a new cost basis in the investment is established. If market, industry, and/or investee conditions deteriorate, we may incur future impairments.

Equity investments without readily determinable fair values are written down to fair value if a qualitative assessment indicates that the investment is impaired and the fair value of the investment is less than carrying value. We perform a qualitative assessment on a quarterly basis. We are required to estimate the fair value of the investment to determine the amount of the impairment loss. Once an investment is determined to be impaired, an impairment charge is recorded in other income (expense), net.

Goodwill

We allocate goodwill to reporting units based on the reporting unit expected to benefit from the business combination. We evaluate our reporting units on an annual basis and, if necessary, reassign goodwill using a relative fair value allocation approach. Goodwill is tested for impairment at the reporting unit level (operating segment or one level below an operating segment) on an annual basis (May 1 for us) and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. These events or circumstances could include a significant change in the business climate, legal factors, operating performance indicators, competition, or sale or disposition of a significant portion of a reporting unit.

Application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. The fair value of each reporting unit is estimated primarily through the use of a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for our business, estimation of the useful life over which cash flows will occur, and determination of our weighted average cost of capital.

The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results, market conditions, and other factors. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for each reporting unit.

Research and Development Costs

Costs incurred internally in researching and developing a computer software product are charged to expense until technological feasibility has been established for the product. Once technological feasibility is established, software costs are capitalized until the product is available for general release to customers. Judgment is required in determining when technological feasibility of a product is established. We have determined that technological feasibility for our software products is reached after all high-risk development issues have been resolved through coding and testing. Generally, this occurs shortly before the products are released to production. The amortization of these costs is included in cost of revenue over the estimated life of the products.

Legal and Other Contingencies

The outcomes of legal proceedings and claims brought against us are subject to significant uncertainty. An estimated loss from a loss contingency such as a legal proceeding or claim is accrued by a charge to income if it is probable that an asset has been impaired or a liability has been incurred and the amount of the loss can be reasonably estimated. In determining whether a loss should be accrued we evaluate, among other factors, the degree of probability of an unfavorable outcome and the ability to make a reasonable estimate of the amount of loss. Changes in these factors could materially impact our consolidated financial statements.

Income Taxes

The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year, and deferred tax liabilities and assets for the future tax consequences of events that have been recognized in an entity's financial statements or tax returns. We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Accounting literature also provides guidance on derecognition of income tax assets and liabilities, classification of deferred income tax assets and liabilities, accounting for interest and penalties associated with tax positions, and income tax disclosures. Judgment is required in assessing the future tax consequences of events that have been recognized on our consolidated financial statements or tax returns. Variations in the actual outcome of these future tax consequences could materially impact our consolidated financial statements.

The TCJA significantly changes existing U.S. tax law and includes numerous provisions that affect our business. Refer to Note 12 – Income Taxes of the Notes to Financial Statements (Part II, Item 8 of this Form 10-K) for further discussion.

Inventories

Inventories are stated at average cost, subject to the lower of cost or net realizable value. Cost includes materials, labor, and manufacturing overhead related to the purchase and production of inventories. Net realizable value is the estimated selling price less estimated costs of completion, disposal, and transportation. We regularly review inventory quantities on hand, future purchase commitments with our suppliers, and the estimated utility of our inventory. These reviews include analysis of demand forecasts, product life cycle status, product development plans, current sales levels, pricing strategy, and component cost trends. If our review indicates a reduction in utility below carrying value, we reduce our inventory to a new cost basis through a charge to cost of revenue.

STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

Management is responsible for the preparation of the consolidated financial statements and related information that are presented in this report. The consolidated financial statements, which include amounts based on management's estimates and judgments, have been prepared in conformity with accounting principles generally accepted in the United States of America.

The Company designs and maintains accounting and internal control systems to provide reasonable assurance at reasonable cost that assets are safeguarded against loss from unauthorized use or disposition, and that the financial records are reliable for preparing consolidated financial statements and maintaining accountability for assets. These systems are augmented by written policies, an organizational structure providing division of responsibilities, careful selection and training of qualified personnel, and a program of internal audits.

The Company engaged Deloitte & Touche LLP, an independent registered public accounting firm, to audit and render an opinion on the consolidated financial statements and internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States).

The Board of Directors, through its Audit Committee, consisting solely of independent directors of the Company, meets periodically with management, internal auditors, and our independent registered public accounting firm to ensure that each is meeting its responsibilities and to discuss matters concerning internal controls and financial reporting. Deloitte & Touche LLP and the internal auditors each have full and free access to the Audit Committee.

Satya Nadella
Chief Executive Officer

Amy E. Hood
Executive Vice President and Chief Financial Officer

Frank H. Brod
Corporate Vice President, Finance and Administration;
Chief Accounting Officer

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKRISKS

We are exposed to economic risk from foreign exchange rates, interest rates, credit risk, and equity prices. We use derivatives instruments to manage these risks, however, they may still impact our consolidated financial statements.

Foreign Currency

Certain forecasted transactions, assets, and liabilities are exposed to foreign currency risk. We monitor our foreign currency exposures daily to maximize the economic effectiveness of our foreign currency positions. Principal currencies hedged include the euro, Japanese yen, British pound, Canadian dollar, and Australian dollar.

Interest Rate

Securities held in our fixed-income portfolio are subject to different interest rate risks based on their maturities. We manage the average maturity of the fixed-income portfolio to achieve economic returns that correlate to certain global fixed-income indices.

Credit

Our fixed-income portfolio is diversified and consists primarily of investment-grade securities. We manage credit exposures relative to broad-based indices and to facilitate portfolio diversification.

Equity

Securities held in our equity investments portfolio are subject to price risk.

SENSITIVITY ANALYSIS

The following table sets forth the potential loss in future earnings or fair values, including associated derivatives, resulting from hypothetical changes in relevant market rates or prices:

(In millions)

| Risk Categories | Hypothetical Change | | June 30, 2019 | Impact |
|--------------------------------|--|--|--------------------------|---------------|
| Foreign currency - Revenue | 10% decrease in foreign exchange rates | | \$ (3,402) | Earnings |
| Foreign currency - Investments | 10% decrease in foreign exchange rates | | (120) | Fair Value |
| Interest rate | 100 basis point increase in U.S. treasury interest rates | | (2,909) | Fair Value |
| Credit | 100 basis point increase in credit spreads | | (224) | Fair Value |
| Equity | 10% decrease in equity market prices | | (244) | Earnings |

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INCOME STATEMENTS

(In millions, except per share amounts)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|------------------|------------------|------------------|
| Revenue: | | | |
| Product | \$ 66,069 | \$ 64,497 | \$ 63,811 |
| Service and other | 59,774 | 45,863 | 32,760 |
| Total revenue | 125,843 | 110,360 | 96,571 |
| Cost of revenue: | | | |
| Product | 16,273 | 15,420 | 15,175 |
| Service and other | 26,637 | 22,933 | 19,086 |
| Total cost of revenue | 42,910 | 38,353 | 34,261 |
| Gross margin | 82,933 | 72,007 | 62,310 |
| Research and development | 16,876 | 14,726 | 13,037 |
| Sales and marketing | 18,213 | 17,469 | 15,461 |
| General and administrative | 4,885 | 4,754 | 4,481 |
| Restructuring | 0 | 0 | 306 |
| Operating income | 42,959 | 35,058 | 29,025 |
| Other income, net | 729 | 1,416 | 876 |
| Income before income taxes | 43,688 | 36,474 | 29,901 |
| Provision for income taxes | 4,448 | 19,903 | 4,412 |
| Net income | \$ 39,240 | \$ 16,571 | \$ 25,489 |
| Earnings per share: | | | |
| Basic | \$ 5.11 | \$ 2.15 | \$ 3.29 |
| Diluted | \$ 5.06 | \$ 2.13 | \$ 3.25 |
| Weighted average shares outstanding: | | | |
| Basic | 7,673 | 7,700 | 7,746 |
| Diluted | 7,753 | 7,794 | 7,832 |

Refer to accompanying notes.

COMPREHENSIVE INCOME STATEMENTS

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|--|------------------|------------------|------------------|
| Net income | <u>\$ 39,240</u> | <u>\$ 16,571</u> | <u>\$ 25,489</u> |
| Other comprehensive income (loss), net of tax: | | | |
| Net change related to derivatives | (173) | 39 | (218) |
| Net change related to investments | 2,405 | (2,717) | (1,116) |
| Translation adjustments and other | (318) | (178) | 167 |
| Other comprehensive income (loss) | <u>1,914</u> | <u>(2,856)</u> | <u>(1,167)</u> |
| Comprehensive income | <u>\$ 41,154</u> | <u>\$ 13,715</u> | <u>\$ 24,322</u> |

Refer to accompanying notes. Refer to Note 18 – Accumulated Other Comprehensive Income (Loss) for further information.

BALANCE SHEETS

(In millions)

| June 30, | 2019 | 2018 |
|--|-------------------|-------------------|
| Assets | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 11,356 | \$ 11,946 |
| Short-term investments | 122,463 | 121,822 |
| <hr/> | | |
| Total cash, cash equivalents, and short-term investments | 133,819 | 133,768 |
| Accounts receivable, net of allowance for doubtful accounts of \$411 and \$377 | 29,524 | 26,481 |
| Inventories | 2,063 | 2,662 |
| Other | 10,146 | 6,751 |
| <hr/> | | |
| Total current assets | 175,552 | 169,662 |
| Property and equipment, net of accumulated depreciation of \$35,330 and \$29,223 | 36,477 | 29,460 |
| Operating lease right-of-use assets | 7,379 | 6,686 |
| Equity investments | 2,649 | 1,862 |
| Goodwill | 42,026 | 35,683 |
| Intangible assets, net | 7,750 | 8,053 |
| Other long-term assets | 14,723 | 7,442 |
| <hr/> | | |
| Total assets | \$ 286,556 | \$ 258,848 |
| Liabilities and stockholders' equity | | |
| Current liabilities: | | |
| Accounts payable | \$ 9,382 | \$ 8,617 |
| Current portion of long-term debt | 5,516 | 3,998 |
| Accrued compensation | 6,830 | 6,103 |
| Short-term income taxes | 5,665 | 2,121 |
| Short-term unearned revenue | 32,676 | 28,905 |
| Other | 9,351 | 8,744 |
| <hr/> | | |
| Total current liabilities | 69,420 | 58,488 |
| Long-term debt | 66,662 | 72,242 |
| Long-term income taxes | 29,612 | 30,265 |
| Long-term unearned revenue | 4,530 | 3,815 |
| Deferred income taxes | 233 | 541 |
| Operating lease liabilities | 6,188 | 5,568 |
| Other long-term liabilities | 7,581 | 5,211 |
| <hr/> | | |
| Total liabilities | 184,226 | 176,130 |
| Commitments and contingencies | | |
| Stockholders' equity: | | |
| Common stock and paid-in capital – shares authorized 24,000; outstanding 7,643 and 7,677 | 78,520 | 71,223 |
| Retained earnings | 24,150 | 13,682 |
| Accumulated other comprehensive loss | (340) | (2,187) |
| <hr/> | | |
| Total stockholders' equity | 102,330 | 82,718 |
| <hr/> | | |
| Total liabilities and stockholders' equity | \$ 286,556 | \$ 258,848 |

Refer to accompanying notes.

CASH FLOWS STATEMENTS

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|--|-----------|-----------|-----------|
| Operations | | | |
| Net income | \$ 39,240 | \$ 16,571 | \$ 25,489 |
| Adjustments to reconcile net income to net cash from operations: | | | |
| Depreciation, amortization, and other | 11,682 | 10,261 | 8,778 |
| Stock-based compensation expense | 4,652 | 3,940 | 3,266 |
| Net recognized gains on investments and derivatives | (792) | (2,212) | (2,073) |
| Deferred income taxes | (6,463) | (5,143) | (829) |
| Changes in operating assets and liabilities: | | | |
| Accounts receivable | (2,812) | (3,862) | (1,216) |
| Inventories | 597 | (465) | 50 |
| Other current assets | (1,718) | (952) | 1,028 |
| Other long-term assets | (1,834) | (285) | (917) |
| Accounts payable | 232 | 1,148 | 81 |
| Unearned revenue | 4,462 | 5,922 | 3,820 |
| Income taxes | 2,929 | 18,183 | 1,792 |
| Other current liabilities | 1,419 | 798 | 356 |
| Other long-term liabilities | 591 | (20) | (118) |
| Net cash from operations | 52,185 | 43,884 | 39,507 |
| Financing | | | |
| Repayments of short-term debt, maturities of 90 days or less, net | 0 | (7,324) | (4,963) |
| Proceeds from issuance of debt | 0 | 7,183 | 44,344 |
| Repayments of debt | (4,000) | (10,060) | (7,922) |
| Common stock issued | 1,142 | 1,002 | 772 |
| Common stock repurchased | (19,543) | (10,721) | (11,788) |
| Common stock cash dividends paid | (13,811) | (12,699) | (11,845) |
| Other, net | (675) | (971) | (190) |
| Net cash from (used in) financing | (36,887) | (33,590) | 8,408 |
| Investing | | | |
| Additions to property and equipment | (13,925) | (11,632) | (8,129) |
| Acquisition of companies, net of cash acquired, and purchases of intangible and other assets | (2,388) | (888) | (25,944) |
| Purchases of investments | (57,697) | (137,380) | (176,905) |
| Maturities of investments | 20,043 | 26,360 | 28,044 |
| Sales of investments | 38,194 | 117,577 | 136,350 |
| Securities lending payable | 0 | (98) | (197) |
| Net cash used in investing | (15,773) | (6,061) | (46,781) |
| Effect of foreign exchange rates on cash and cash equivalents | (115) | 50 | 19 |
| Net change in cash and cash equivalents | (590) | 4,283 | 1,153 |
| Cash and cash equivalents, beginning of period | 11,946 | 7,663 | 6,510 |
| Cash and cash equivalents, end of period | \$ 11,356 | \$ 11,946 | \$ 7,663 |

Refer to accompanying notes.

STOCKHOLDERS' EQUITY STATEMENTS

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|--|------------|-----------|-----------|
| Common stock and paid-in capital | | | |
| Balance, beginning of period | \$ 71,223 | \$ 69,315 | \$ 68,178 |
| Common stock issued | 6,829 | 1,002 | 772 |
| Common stock repurchased | (4,195) | (3,033) | (2,987) |
| Stock-based compensation expense | 4,652 | 3,940 | 3,266 |
| Other, net | 11 | (1) | 86 |
| Balance, end of period | 78,520 | 71,223 | 69,315 |
| Retained earnings | | | |
| Balance, beginning of period | 13,682 | 17,769 | 13,118 |
| Net income | 39,240 | 16,571 | 25,489 |
| Common stock cash dividends | (14,103) | (12,917) | (12,040) |
| Common stock repurchased | (15,346) | (7,699) | (8,798) |
| Cumulative effect of accounting changes | 677 | (42) | 0 |
| Balance, end of period | 24,150 | 13,682 | 17,769 |
| Accumulated other comprehensive income (loss) | | | |
| Balance, beginning of period | (2,187) | 627 | 1,794 |
| Other comprehensive income (loss) | 1,914 | (2,856) | (1,167) |
| Cumulative effect of accounting changes | (67) | 42 | 0 |
| Balance, end of period | (340) | (2,187) | 627 |
| Total stockholders' equity | \$ 102,330 | \$ 82,718 | \$ 87,711 |
| Cash dividends declared per common share | \$ 1.84 | \$ 1.68 | \$ 1.56 |

Refer to accompanying notes.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 — ACCOUNTING POLICIES

Accounting Principles

Our consolidated financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

We have recast certain prior period amounts related to investments, derivatives, and fair value measurements to conform to the current period presentation based on our adoption of the new accounting standard for financial instruments. We have recast prior period commercial cloud revenue to include the commercial portion of LinkedIn to provide a comparable view of our commercial cloud business performance. The commercial portion of LinkedIn includes LinkedIn Recruiter, Sales Navigator, premium business subscriptions, and other services for organizations. We have also recast components of the prior period deferred income tax assets and liabilities to conform to the current period presentation. The recast of these prior period amounts had no impact on our consolidated balance sheets, consolidated income statements, or net cash from or used in operating, financing, or investing on our consolidated cash flows statements.

Principles of Consolidation

The consolidated financial statements include the accounts of Microsoft Corporation and its subsidiaries. Intercompany transactions and balances have been eliminated.

Estimates and Assumptions

Preparing financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses. Examples of estimates and assumptions include: for revenue recognition, determining the nature and timing of satisfaction of performance obligations, and determining the standalone selling price (“SSP”) of performance obligations, variable consideration, and other obligations such as product returns and refunds; loss contingencies; product warranties; the fair value of and/or potential impairment of goodwill and intangible assets for our reporting units; product life cycles; useful lives of our tangible and intangible assets; allowances for doubtful accounts; the market value of, and demand for, our inventory; stock-based compensation forfeiture rates; when technological feasibility is achieved for our products; the potential outcome of uncertain tax positions that have been recognized on our consolidated financial statements or tax returns; and determining the timing and amount of impairments for investments. Actual results and outcomes may differ from management’s estimates and assumptions.

Foreign Currencies

Assets and liabilities recorded in foreign currencies are translated at the exchange rate on the balance sheet date. Revenue and expenses are translated at average rates of exchange prevailing during the year. Translation adjustments resulting from this process are recorded to other comprehensive income (“OCI”).

Revenue

Product Revenue and Service and Other Revenue

Product revenue includes sales from operating systems; cross-device productivity applications; server applications; business solution applications; desktop and server management tools; software development tools; video games; and hardware such as PCs, tablets, gaming and entertainment consoles, other intelligent devices, and related accessories.

Service and other revenue includes sales from cloud-based solutions that provide customers with software, services, platforms, and content such as Microsoft Office 365, Microsoft Azure, Microsoft Dynamics 365, and Xbox Live; solution support; and consulting services. Service and other revenue also includes sales from online advertising and LinkedIn.

Revenue Recognition

Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. We enter into contracts that can include various combinations of products and services, which are generally capable of being distinct and accounted for as separate performance obligations. Revenue is recognized net of allowances for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Nature of Products and Services

Licenses for on-premises software provide the customer with a right to use the software as it exists when made available to the customer. Customers may purchase perpetual licenses or subscribe to licenses, which provide customers with the same functionality and differ mainly in the duration over which the customer benefits from the software. Revenue from distinct on-premises licenses is recognized upfront at the point in time when the software is made available to the customer. In cases where we allocate revenue to software updates, primarily because the updates are provided at no additional charge, revenue is recognized as the updates are provided, which is generally ratably over the estimated life of the related device or license.

Certain volume licensing programs, including Enterprise Agreements, include on-premises licenses combined with Software Assurance ("SA"). SA conveys rights to new software and upgrades released over the contract period and provides support, tools, and training to help customers deploy and use products more efficiently. On-premises licenses are considered distinct performance obligations when sold with SA. Revenue allocated to SA is generally recognized ratably over the contract period as customers simultaneously consume and receive benefits, given that SA comprises distinct performance obligations that are satisfied over time.

Cloud services, which allow customers to use hosted software over the contract period without taking possession of the software, are provided on either a subscription or consumption basis. Revenue related to cloud services provided on a subscription basis is recognized ratably over the contract period. Revenue related to cloud services provided on a consumption basis, such as the amount of storage used in a period, is recognized based on the customer utilization of such resources. When cloud services require a significant level of integration and interdependency with software and the individual components are not considered distinct, all revenue is recognized over the period in which the cloud services are provided.

Revenue from search advertising is recognized when the advertisement appears in the search results or when the action necessary to earn the revenue has been completed. Revenue from consulting services is recognized as services are provided.

Our hardware is generally highly dependent on, and interrelated with, the underlying operating system and cannot function without the operating system. In these cases, the hardware and software license are accounted for as a single performance obligation and revenue is recognized at the point in time when ownership is transferred to resellers or directly to end customers through retail stores and online marketplaces.

Refer to Note 20 – Segment Information and Geographic Data for further information, including revenue by significant product and service offering.

Significant Judgments

Our contracts with customers often include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. When a cloud-based service includes both on-premises software licenses and cloud services, judgment is required to determine whether the software license is considered distinct and accounted for separately, or not distinct and accounted for together with the cloud service and recognized over time. Certain cloud services, primarily Office 365, depend on a significant level of integration, interdependency, and interrelation between the desktop applications and cloud services, and are accounted for together as one performance obligation. Revenue from Office 365 is recognized ratably over the period in which the cloud services are provided.

Judgment is required to determine the SSP for each distinct performance obligation. We use a single amount to estimate SSP for items that are not sold separately, including on-premises licenses sold with SA or software updates provided at no additional charge. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount to be allocated based on the relative SSP of the various products and services.

In instances where SSP is not directly observable, such as when we do not sell the product or service separately, we determine the SSP using information that may include market conditions and other observable inputs. We typically have more than one SSP for individual products and services due to the stratification of those products and services by customers and circumstances. In these instances, we may use information such as the size of the customer and geographic region in determining the SSP.

Due to the various benefits from and the nature of our SA program, judgment is required to assess the pattern of delivery, including the exercise pattern of certain benefits across our portfolio of customers.

Our products are generally sold with a right of return, we may provide other credits or incentives, and in certain instances we estimate customer usage of our products and services, which are accounted for as variable consideration when determining the amount of revenue to recognize. Returns and credits are estimated at contract inception and updated at the end of each reporting period if additional information becomes available. Changes to our estimated variable consideration were not material for the periods presented.

Contract Balances

Timing of revenue recognition may differ from the timing of invoicing to customers. We record a receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized subsequent to invoicing. For multi-year agreements, we generally invoice customers annually at the beginning of each annual coverage period. We record a receivable related to revenue recognized for multi-year on-premises licenses as we have an unconditional right to invoice and receive payment in the future related to those licenses.

As of June 30, 2019 and 2018, long-term accounts receivable, net of allowance for doubtful accounts, was \$2.2 billion and \$1.8 billion, respectively, and is included in other long-term assets in our consolidated balance sheets.

The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known troubled accounts, historical experience, and other currently available evidence.

Activity in the allowance for doubtful accounts was as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|------------------------------|--------|--------|--------|
| Balance, beginning of period | \$ 397 | \$ 361 | \$ 409 |
| Charged to costs and other | 153 | 134 | 58 |
| Write-offs | (116) | (98) | (106) |
| Balance, end of period | \$ 434 | \$ 397 | \$ 361 |

Allowance for doubtful accounts included in our consolidated balance sheets:

(In millions)

| June 30, | 2019 | 2018 | 2017 |
|---|--------|--------|--------|
| Accounts receivable, net of allowance for doubtful accounts | \$ 411 | \$ 377 | \$ 345 |
| Other long-term assets | 23 | 20 | 16 |
| Total | \$ 434 | \$ 397 | \$ 361 |

Unearned revenue comprises mainly unearned revenue related to volume licensing programs, which may include SA and cloud services. Unearned revenue is generally invoiced annually at the beginning of each contract period for multi-year agreements and recognized ratably over the coverage period. Unearned revenue also includes payments for consulting services to be performed in the future; LinkedIn subscriptions; Office 365 subscriptions; Xbox Live subscriptions; Windows 10 post-delivery support; Dynamics business solutions; Skype prepaid credits and subscriptions; and other offerings for which we have been paid in advance and earn the revenue when we transfer control of the product or service.

Refer to Note 14 – Unearned Revenue for further information, including unearned revenue by segment and changes in unearned revenue during the period.

Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers or to provide customers with financing. Examples include invoicing at the beginning of a subscription term with revenue recognized ratably over the contract period, and multi-year on-premises licenses that are invoiced annually with revenue recognized upfront.

Assets Recognized from Costs to Obtain a Contract with a Customer

We recognize an asset for the incremental costs of obtaining a contract with a customer if we expect the benefit of those costs to be longer than one year. We have determined that certain sales incentive programs meet the requirements to be capitalized. Total capitalized costs to obtain a contract were immaterial during the periods presented and are included in other current and long-term assets in our consolidated balance sheets.

We apply a practical expedient to expense costs as incurred for costs to obtain a contract with a customer when the amortization period would have been one year or less. These costs include our internal sales force compensation program and certain partner sales incentive programs as we have determined annual compensation is commensurate with annual sales activities.

Cost of Revenue

Cost of revenue includes: manufacturing and distribution costs for products sold and programs licensed; operating costs related to product support service centers and product distribution centers; costs incurred to include software on PCs sold by original equipment manufacturers (“OEM”), to drive traffic to our websites, and to acquire online advertising space; costs incurred to support and maintain online products and services, including datacenter costs and royalties; warranty costs; inventory valuation adjustments; costs associated with the delivery of consulting services; and the amortization of capitalized software development costs. Capitalized software development costs are amortized over the estimated lives of the products.

Product Warranty

We provide for the estimated costs of fulfilling our obligations under hardware and software warranties at the time the related revenue is recognized. For hardware warranties, we estimate the costs based on historical and projected product failure rates, historical and projected repair costs, and knowledge of specific product failures (if any). The specific hardware warranty terms and conditions vary depending upon the product sold and the country in which we do business, but generally include parts and labor over a period generally ranging from 90 days to three years. For software warranties, we estimate the costs to provide bug fixes, such as security patches, over the estimated life of the software. We regularly reevaluate our estimates to assess the adequacy of the recorded warranty liabilities and adjust the amounts as necessary.

Research and Development

Research and development expenses include payroll, employee benefits, stock-based compensation expense, and other headcount-related expenses associated with product development. Research and development expenses also include third-party development and programming costs, localization costs incurred to translate software for international markets, and the amortization of purchased software code and services content. Such costs related to software development are included in research and development expense until the point that technological feasibility is reached, which for our software products, is generally shortly before the products are released to production. Once technological feasibility is reached, such costs are capitalized and amortized to cost of revenue over the estimated lives of the products.

Sales and Marketing

Sales and marketing expenses include payroll, employee benefits, stock-based compensation expense, and other headcount-related expenses associated with sales and marketing personnel, and the costs of advertising, promotions, trade shows, seminars, and other programs. Advertising costs are expensed as incurred. Advertising expense was \$1.6 billion, \$1.6 billion, and \$1.5 billion in fiscal years 2019, 2018, and 2017, respectively.

Stock-Based Compensation

Compensation cost for stock awards, which include restricted stock units ("RSUs") and performance stock units ("PSUs"), is measured at the fair value on the grant date and recognized as expense, net of estimated forfeitures, over the related service or performance period. The fair value of stock awards is based on the quoted price of our common stock on the grant date less the present value of expected dividends not received during the vesting period. We measure the fair value of PSUs using a Monte Carlo valuation model. Compensation cost for RSUs is recognized using the straight-line method and for PSUs is recognized using the accelerated method.

Compensation expense for the employee stock purchase plan ("ESPP") is measured as the discount the employee is entitled to upon purchase and is recognized in the period of purchase.

Income Taxes

Income tax expense includes U.S. and international income taxes, and interest and penalties on uncertain tax positions. Certain income and expenses are not reported in tax returns and financial statements in the same year. The tax effect of such temporary differences is reported as deferred income taxes. Deferred tax assets are reported net of a valuation allowance when it is more likely than not that a tax benefit will not be realized. All deferred income taxes are classified as long-term in our consolidated balance sheets.

Financial Instruments

Investments

We consider all highly liquid interest-earning investments with a maturity of three months or less at the date of purchase to be cash equivalents. The fair values of these investments approximate their carrying values. In general, investments with original maturities of greater than three months and remaining maturities of less than one year are classified as short-term investments. Investments with maturities beyond one year may be classified as short-term based on their highly liquid nature and because such marketable securities represent the investment of cash that is available for current operations.

Debt investments are classified as available-for-sale and realized gains and losses are recorded using the specific identification method. Changes in fair value, excluding other-than-temporary impairments, are recorded in OCI. Debt investments are impaired when a decline in fair value is judged to be other-than-temporary. Fair value is calculated based on publicly available market information or other estimates determined by management. We employ a systematic methodology on a quarterly basis that considers available quantitative and qualitative evidence in evaluating potential impairment of our investments. If the cost of an investment exceeds its fair value, we evaluate, among other factors, general market conditions, credit quality of debt instrument issuers, and the duration and extent to which the fair value is less than cost. We also evaluate whether we have plans to sell the security or it is more likely than not that we will be required to sell the security before recovery. In addition, we consider specific adverse conditions related to the financial health of and business outlook for the investee, including industry and sector performance, changes in technology, and operational and financing cash flow factors. Once a decline in fair value is determined to be other-than-temporary, an impairment charge is recorded in other income (expense), net and a new cost basis in the investment is established.

Equity investments with readily determinable fair values are measured at fair value. Equity investments without readily determinable fair values are measured using the equity method, or measured at cost with adjustments for observable changes in price or impairments (referred to as the measurement alternative). We perform a qualitative assessment on a quarterly basis and recognize an impairment if there are sufficient indicators that the fair value of the investment is less than carrying value. Changes in value are recorded in other income (expense), net.

We lend certain fixed-income and equity securities to increase investment returns. These transactions are accounted for as secured borrowings and the loaned securities continue to be carried as investments on our consolidated balance sheets. Cash and/or security interests are received as collateral for the loaned securities with the amount determined based upon the underlying security lent and the creditworthiness of the borrower. Cash received is recorded as an asset with a corresponding liability.

Derivatives

Derivative instruments are recognized as either assets or liabilities and measured at fair value. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and the resulting designation.

For derivative instruments designated as fair value hedges, gains and losses are recognized in other income (expense), net with offsetting gains and losses on the hedged items.

For derivative instruments designated as cash flow hedges, the effective portion of the gains and losses are initially reported as a component of OCI and subsequently recognized in revenue when the hedged exposure is recognized in revenue. Gains and losses on derivatives representing either hedge components excluded from the assessment of effectiveness or hedge ineffectiveness are recognized in other income (expense), net.

For derivative instruments that are not designated as hedges, gains and losses from changes in fair values are primarily recognized in other income (expense), net.

Fair Value Measurements

We account for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- *Level 1* – inputs are based upon unadjusted quoted prices for identical instruments in active markets. Our Level 1 investments include U.S. government securities, common and preferred stock, and mutual funds. Our Level 1 derivative assets and liabilities include those actively traded on exchanges.

- *Level 2* – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques (e.g. the Black-Scholes model) for which all significant inputs are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit spreads, foreign exchange rates, and forward and spot prices for currencies. Our Level 2 investments include commercial paper, certificates of deposit, U.S. agency securities, foreign government bonds, mortgage- and asset-backed securities, corporate notes and bonds, and municipal securities. Our Level 2 derivative assets and liabilities primarily include certain over-the-counter option and swap contracts.
- *Level 3* – inputs are generally unobservable and typically reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques, including option pricing models and discounted cash flow models. Our Level 3 assets and liabilities include investments in corporate notes and bonds, and goodwill and intangible assets, when they are recorded at fair value due to an impairment charge. Unobservable inputs used in the models are significant to the fair values of the assets and liabilities.

We measure equity investments without readily determinable fair values on a nonrecurring basis. The fair values of these investments are determined based on valuation techniques using the best information available, and may include quoted market prices, market comparables, and discounted cash flow projections.

Our other current financial assets and current financial liabilities have fair values that approximate their carrying values.

Inventories

Inventories are stated at average cost, subject to the lower of cost or net realizable value. Cost includes materials, labor, and manufacturing overhead related to the purchase and production of inventories. Net realizable value is the estimated selling price less estimated costs of completion, disposal, and transportation. We regularly review inventory quantities on hand, future purchase commitments with our suppliers, and the estimated utility of our inventory. If our review indicates a reduction in utility below carrying value, we reduce our inventory to a new cost basis through a charge to cost of revenue.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation, and depreciated using the straight-line method over the shorter of the estimated useful life of the asset or the lease term. The estimated useful lives of our property and equipment are generally as follows: computer software developed or acquired for internal use, three to seven years; computer equipment, two to three years; buildings and improvements, five to 15 years; leasehold improvements, three to 20 years; and furniture and equipment, one to 10 years. Land is not depreciated.

Leases

We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (“ROU”) assets, other current liabilities, and operating lease liabilities in our consolidated balance sheets. Finance leases are included in property and equipment, other current liabilities, and other long-term liabilities in our consolidated balance sheets.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, we generally use our incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

We have lease agreements with lease and non-lease components, which are generally accounted for separately. For certain equipment leases, such as vehicles, we account for the lease and non-lease components as a single lease component. Additionally, for certain equipment leases, we apply a portfolio approach to effectively account for the operating lease ROU assets and liabilities.

Goodwill

Goodwill is tested for impairment at the reporting unit level (operating segment or one level below an operating segment) on an annual basis (May 1 for us) and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value.

Intangible Assets

Our intangible assets are subject to amortization and are amortized using the straight-line method over their estimated period of benefit, ranging from one to 20 years. We evaluate the recoverability of intangible assets periodically by taking into account events or circumstances that may warrant revised estimates of useful lives or that indicate the asset may be impaired.

Recent Accounting Guidance

Recently Adopted Accounting Guidance

Income Taxes – Intra-Entity Asset Transfers

In October 2016, the Financial Accounting Standards Board (“FASB”) issued new guidance requiring an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs, rather than when the asset has been sold to an outside party. We adopted the guidance effective July 1, 2018. Adoption of the guidance was applied using a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date. We recorded a net cumulative-effect adjustment that resulted in an increase in retained earnings of \$557 million, which reversed the previous deferral of income tax consequences and recorded new deferred tax assets from intra-entity transfers involving assets other than inventory, partially offset by a U.S. deferred tax liability related to global intangible low-taxed income (“GILTI”). Adoption of the standard resulted in an increase in long-term deferred tax assets of \$2.8 billion, an increase in long-term deferred tax liabilities of \$2.1 billion, and a reduction in other current assets of \$152 million. Adoption of the standard had no impact on cash from or used in operating, financing, or investing on our consolidated cash flows statements.

Financial Instruments – Recognition, Measurement, Presentation, and Disclosure

In January 2016, the FASB issued a new standard related to certain aspects of recognition, measurement, presentation, and disclosure of financial instruments. Most prominent among the changes in the standard is the requirement for changes in the fair value of our equity investments, with certain exceptions, to be recognized through net income rather than OCI.

We adopted the standard effective July 1, 2018. Adoption of the standard was applied using a modified retrospective approach through a cumulative-effect adjustment from accumulated other comprehensive income (“AOCI”) to retained earnings as of the effective date, and we elected to measure equity investments without readily determinable fair values at cost with adjustments for observable changes in price or impairments. The cumulative-effect adjustment included any previously held unrealized gains and losses held in AOCI related to our equity investments carried at fair value as well as the impact of recording the fair value of certain equity investments carried at cost. The impact on our consolidated balance sheets upon adoption was not material. Adoption of the standard had no impact on cash from or used in operating, financing, or investing on our consolidated cash flows statements.

Recent Accounting Guidance Not Yet Adopted*Financial Instruments – Targeted Improvements to Accounting for Hedging Activities*

In August 2017, the FASB issued new guidance related to accounting for hedging activities. This guidance expands strategies that qualify for hedge accounting, changes how many hedging relationships are presented in the financial statements, and simplifies the application of hedge accounting in certain situations. The standard will be effective for us beginning July 1, 2019, with early adoption permitted for any interim or annual period before the effective date. Adoption of the standard will be applied using a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date. We evaluated the impact of this standard on our consolidated financial statements, including accounting policies, processes, and systems, and do not expect the impact to be material upon adoption.

Financial Instruments – Credit Losses

In June 2016, the FASB issued a new standard to replace the incurred loss impairment methodology under current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. We will be required to use a forward-looking expected credit loss model for accounts receivables, loans, and other financial instruments. Credit losses relating to available-for-sale debt securities will also be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. The standard will be adopted upon the effective date for us beginning July 1, 2020. Adoption of the standard will be applied using a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the effective date to align our credit loss methodology with the new standard. We are currently evaluating the impact of this standard on our consolidated financial statements, including accounting policies, processes, and systems.

NOTE 2 — EARNINGS PER SHARE

Basic earnings per share (“EPS”) is computed based on the weighted average number of shares of common stock outstanding during the period. Diluted EPS is computed based on the weighted average number of shares of common stock plus the effect of dilutive potential common shares outstanding during the period using the treasury stock method. Dilutive potential common shares include outstanding stock options and stock awards.

The components of basic and diluted EPS were as follows:

(In millions, except earnings per share)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|--------------|--------------|--------------|
| Net income available for common shareholders (A) | \$ 39,240 | \$ 16,571 | \$ 25,489 |
| Weighted average outstanding shares of common stock (B) | 7,673 | 7,700 | 7,746 |
| Dilutive effect of stock-based awards | 80 | 94 | 86 |
| Common stock and common stock equivalents (C) | <u>7,753</u> | <u>7,794</u> | <u>7,832</u> |
| Earnings Per Share | | | |
| Basic (A/B) | \$ 5.11 | \$ 2.15 | \$ 3.29 |
| Diluted (A/C) | \$ 5.06 | \$ 2.13 | \$ 3.25 |

Anti-dilutive stock-based awards excluded from the calculations of diluted EPS were immaterial during the periods presented.

NOTE 3 — OTHER INCOME (EXPENSE), NET

The components of other income (expense), net were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|---------------|-----------------|---------------|
| Interest and dividends income | \$ 2,762 | \$ 2,214 | \$ 1,387 |
| Interest expense | (2,686) | (2,733) | (2,222) |
| Net recognized gains on investments | 648 | 2,399 | 2,583 |
| Net gains (losses) on derivatives | 144 | (187) | (510) |
| Net losses on foreign currency remeasurements | (82) | (218) | (111) |
| Other, net | (57) | (59) | (251) |
| Total | \$ 729 | \$ 1,416 | \$ 876 |

Net Recognized Gains (Losses) on Investments

Net recognized gains (losses) on debt investments were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|----------------|-----------------|----------------|
| Realized gains from sales of available-for-sale securities | \$ 12 | \$ 27 | \$ 108 |
| Realized losses from sales of available-for-sale securities | (93) | (987) | (162) |
| Other-than-temporary impairments of investments | (16) | (6) | (14) |
| Total | \$ (97) | \$ (966) | \$ (68) |

Net recognized gains (losses) on equity investments were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|--|---------------|-----------------|-----------------|
| Net realized gains on investments sold | \$ 276 | \$ 3,406 | \$ 2,692 |
| Net unrealized gains on investments still held | 479 | 0 | 0 |
| Impairments of investments | (10) | (41) | (41) |
| Total | \$ 745 | \$ 3,365 | \$ 2,651 |

NOTE 4 — INVESTMENTS

Investment Components

The components of investments were as follows:

| (In millions) | Fair Value Level | Cost Basis | Unrealized Gains | Unrealized Losses | Recorded Basis | Cash and Cash Equivalents | Short-term Investments | Equity Investments |
|---|------------------|-------------------|------------------|-------------------|-------------------|---------------------------|------------------------|--------------------|
| June 30, 2019 | | | | | | | | |
| Changes in Fair Value Recorded in Other Comprehensive Income | | | | | | | | |
| Commercial paper | Level 2 | \$ 2,211 | \$ 0 | \$ 0 | \$ 2,211 | \$ 1,773 | \$ 438 | \$ 0 |
| Certificates of deposit | Level 2 | 2,018 | 0 | 0 | 2,018 | 1,430 | 588 | 0 |
| U.S. government securities | Level 1 | 104,925 | 1,854 | (104) | 106,675 | 769 | 105,906 | 0 |
| U.S. agency securities | Level 2 | 988 | 0 | 0 | 988 | 698 | 290 | 0 |
| Foreign government bonds | Level 2 | 6,350 | 4 | (8) | 6,346 | 2,506 | 3,840 | 0 |
| Mortgage- and asset-backed securities | Level 2 | 3,554 | 10 | (3) | 3,561 | 0 | 3,561 | 0 |
| Corporate notes and bonds | Level 2 | 7,437 | 111 | (7) | 7,541 | 0 | 7,541 | 0 |
| Corporate notes and bonds | Level 3 | 15 | 0 | 0 | 15 | 0 | 15 | 0 |
| Municipal securities | Level 2 | 242 | 48 | 0 | 290 | 0 | 290 | 0 |
| Municipal securities | Level 3 | 7 | 0 | 0 | 7 | 0 | 7 | 0 |
| Total debt investments | | \$ 127,747 | \$ 2,027 | \$ (122) | \$ 129,652 | \$ 7,176 | \$ 122,476 | \$ 0 |
| Changes in Fair Value Recorded in Net Income | | | | | | | | |
| Equity investments | Level 1 | | | | \$ 973 | \$ 409 | \$ 0 | \$ 564 |
| Equity investments | Other | | | | 2,085 | 0 | 0 | 2,085 |
| Total equity investments | | | | | \$ 3,058 | \$ 409 | \$ 0 | \$ 2,649 |
| Cash | | | | | \$ 3,771 | \$ 3,771 | \$ 0 | \$ 0 |
| Derivatives, net (a) | | | | | (13) | 0 | (13) | 0 |
| Total | | | | | \$ 136,468 | \$ 11,356 | \$ 122,463 | \$ 2,649 |

| (In millions) | Fair Value Level | Cost Basis | Unrealized Gains | Unrealized Losses | Recorded Basis | Cash and Cash Equivalents | Short-term Investments | Equity Investments |
|---|------------------|-------------------|------------------|-------------------|-------------------|---------------------------|------------------------|--------------------|
| June 30, 2018 | | | | | | | | |
| Changes in Fair Value Recorded in Other Comprehensive Income | | | | | | | | |
| Commercial paper | Level 2 | \$ 2,513 | \$ 0 | \$ 0 | \$ 2,513 | \$ 2,215 | \$ 298 | \$ 0 |
| Certificates of deposit | Level 2 | 2,058 | 0 | 0 | 2,058 | 1,865 | 193 | 0 |
| U.S. government securities | Level 1 | 108,120 | 62 | (1,167) | 107,015 | 2,280 | 104,735 | 0 |
| U.S. agency securities | Level 2 | 1,742 | 0 | 0 | 1,742 | 1,398 | 344 | 0 |
| Foreign government bonds | Level 1 | 22 | 0 | 0 | 22 | 0 | 22 | 0 |
| Foreign government bonds | Level 2 | 5,063 | 1 | (10) | 5,054 | 0 | 5,054 | 0 |
| Mortgage- and asset-backed securities | Level 2 | 3,864 | 4 | (13) | 3,855 | 0 | 3,855 | 0 |
| Corporate notes and bonds | Level 2 | 6,929 | 21 | (56) | 6,894 | 0 | 6,894 | 0 |
| Corporate notes and bonds | Level 3 | 15 | 0 | 0 | 15 | 0 | 15 | 0 |
| Municipal securities | Level 2 | 271 | 37 | (1) | 307 | 0 | 307 | 0 |
| Total debt investments | | \$ 130,597 | \$ 125 | \$ (1,247) | \$ 129,475 | \$ 7,758 | \$ 121,717 | \$ 0 |
| Equity investments | Level 1 | | | | \$ 533 | \$ 246 | \$ 0 | \$ 287 |
| Equity investments | Level 3 | | | | 18 | 0 | 0 | 18 |
| Equity investments | Other | | | | 1,558 | 0 | 1 | 1,557 |
| Total equity investments | | | | | \$ 2,109 | \$ 246 | \$ 1 | \$ 1,862 |
| Cash | | | | | \$ 3,942 | \$ 3,942 | \$ 0 | \$ 0 |
| Derivatives, net (a) | | | | | 104 | 0 | 104 | 0 |
| Total | | | | | \$ 135,630 | \$ 11,946 | \$ 121,822 | \$ 1,862 |

(a) Refer to Note 5 – Derivatives for further information on the fair value of our derivative instruments.

Equity investments presented as “Other” in the tables above include investments without readily determinable fair values measured using the equity method or measured at cost with adjustments for observable changes in price or impairments, and investments measured at fair value using net asset value as a practical expedient which are not categorized in the fair value hierarchy. As of June 30, 2019 and 2018, equity investments without readily determinable fair values measured at cost with adjustments for observable changes in price or impairments were \$1.2 billion and \$697 million, respectively.

As of June 30, 2019, we had no collateral received under agreements for loaned securities. As of June 30, 2018, collateral received under agreements for loaned securities was \$1.8 billion and primarily comprised U.S. government and agency securities.

Unrealized Losses on Debt Investments

Debt investments with continuous unrealized losses for less than 12 months and 12 months or greater and their related fair values were as follows:

| (In millions) | Less than 12 Months | | 12 Months or Greater | | Total Fair Value | Total Unrealized Losses |
|---------------------------------------|---------------------|-------------------|----------------------|-------------------|------------------|-------------------------|
| | Fair Value | Unrealized Losses | Fair Value | Unrealized Losses | | |
| June 30, 2019 | | | | | | |
| U.S. government and agency securities | \$ 1,491 | \$ (1) | \$ 39,158 | \$ (103) | \$ 40,649 | \$ (104) |
| Foreign government bonds | 25 | 0 | 77 | (8) | 102 | (8) |
| Mortgage- and asset-backed securities | 664 | (1) | 378 | (2) | 1,042 | (3) |
| Corporate notes and bonds | 498 | (3) | 376 | (4) | 874 | (7) |
| Total | \$ 2,678 | \$ (5) | \$ 39,989 | \$ (117) | \$ 42,667 | \$ (122) |

| (In millions) | Less than 12 Months | | 12 Months or Greater | | Total Fair Value | Total Unrealized Losses |
|---------------------------------------|---------------------|----------------------|----------------------|----------------------|---------------------|-------------------------------|
| | Fair Value | Unrealized Losses | Fair Value | Unrealized Losses | | |
| June 30, 2018 | | | | | | |
| U.S. government and agency securities | \$ 82,352 | \$ (1,064) | \$ 4,459 | \$ (103) | \$ 86,811 | \$ (1,167) |
| Foreign government bonds | 3,457 | (7) | 13 | (3) | 3,470 | (10) |
| Mortgage- and asset-backed securities | 2,072 | (9) | 96 | (4) | 2,168 | (13) |
| Corporate notes and bonds | 3,111 | (43) | 301 | (13) | 3,412 | (56) |
| Municipal securities | 45 | (1) | 0 | 0 | 45 | (1) |
| Total | \$ 91,037 | \$ (1,124) | \$ 4,869 | \$ (123) | \$ 95,906 | \$ (1,247) |

Unrealized losses from fixed-income securities are primarily attributable to changes in interest rates. Management does not believe any remaining unrealized losses represent other-than-temporary impairments based on our evaluation of available evidence.

Debt Investment Maturities

| (In millions) | Cost Basis | Estimated Fair Value |
|---------------------------------------|-------------------|-------------------------|
| June 30, 2019 | | |
| Due in one year or less | \$ 53,200 | \$ 53,124 |
| Due after one year through five years | 47,016 | 47,783 |
| Due after five years through 10 years | 26,658 | 27,824 |
| Due after 10 years | 873 | 921 |
| Total | \$ 127,747 | \$ 129,652 |

NOTE 5 — DERIVATIVES

We use derivative instruments to manage risks related to foreign currencies, equity prices, interest rates, and credit; to enhance investment returns; and to facilitate portfolio diversification. Our objectives for holding derivatives include reducing, eliminating, and efficiently managing the economic impact of these exposures as effectively as possible. Our derivative programs include strategies that both qualify and do not qualify for hedge accounting treatment.

Foreign Currency

Certain forecasted transactions, assets, and liabilities are exposed to foreign currency risk. We monitor our foreign currency exposures daily to maximize the economic effectiveness of our foreign currency hedge positions. Option and forward contracts are used to hedge a portion of forecasted international revenue and are designated as cash flow hedging instruments. Principal currencies hedged include the euro, Japanese yen, British pound, Canadian dollar, and Australian dollar.

Foreign currency risks related to certain non-U.S. dollar denominated securities are hedged using foreign exchange forward contracts that are designated as fair value hedging instruments.

Certain options and forwards not designated as hedging instruments are also used to manage the variability in foreign exchange rates on certain balance sheet amounts and to manage other foreign currency exposures.

Equity

Securities held in our equity investments portfolio are subject to market price risk. Market price risk is managed relative to broad-based global and domestic equity indices using certain convertible preferred investments, options, futures, and swap contracts not designated as hedging instruments. In the past, to hedge our price risk, we also used and designated equity derivatives as hedging instruments, including puts, calls, swaps, and forwards.

Other**Interest Rate**

Securities held in our fixed-income portfolio are subject to different interest rate risks based on their maturities. We manage the average maturity of our fixed-income portfolio to achieve economic returns that correlate to certain broad-based fixed-income indices using exchange-traded option and futures contracts, and over-the-counter swap and option contracts, none of which are designated as hedging instruments.

In addition, we use "To Be Announced" forward purchase commitments of mortgage-backed assets to gain exposure to agency mortgage-backed securities. These meet the definition of a derivative instrument in cases where physical delivery of the assets is not taken at the earliest available delivery date.

Credit

Our fixed-income portfolio is diversified and consists primarily of investment-grade securities. We use credit default swap contracts, not designated as hedging instruments, to manage credit exposures relative to broad-based indices and to facilitate portfolio diversification. We use credit default swaps as they are a low-cost method of managing exposure to individual credit risks or groups of credit risks.

Credit-Risk-Related Contingent Features

Certain of our counterparty agreements for derivative instruments contain provisions that require our issued and outstanding long-term unsecured debt to maintain an investment grade credit rating and require us to maintain minimum liquidity of \$1.0 billion. To the extent we fail to meet these requirements, we will be required to post collateral, similar to the standard convention related to over-the-counter derivatives. As of June 30, 2019, our long-term unsecured debt rating was AAA, and cash investments were in excess of \$1.0 billion. As a result, no collateral was required to be posted.

The following table presents the notional amounts of our outstanding derivative instruments measured in U.S. dollar equivalents:

| (In millions) | June 30, 2019 | June 30, 2018 |
|--|------------------|------------------|
| Designated as Hedging Instruments | | |
| Foreign exchange contracts sold | \$ 6,034 | \$ 11,101 |
| Not Designated as Hedging Instruments | | |
| Foreign exchange contracts purchased | 14,889 | 9,425 |
| Foreign exchange contracts sold | 15,614 | 13,374 |
| Equity contracts purchased | 680 | 49 |
| Equity contracts sold | 5 | 5 |
| Other contracts purchased | 1,327 | 878 |
| Other contracts sold | 451 | 472 |

Fair Values of Derivative Instruments

The following table presents our derivative instruments:

| (In millions) | Derivative Assets | Derivative Liabilities | Derivative Assets | Derivative Liabilities |
|---|----------------------|---------------------------|----------------------|---------------------------|
| | | June 30, 2019 | | June 30, 2018 |
| Changes in Fair Value Recorded in Other Comprehensive Income | | | | |
| Designated as Hedging Instruments | | | | |
| Foreign exchange contracts | \$ 0 | \$ 0 | \$ 174 | \$ 0 |
| Changes in Fair Value Recorded in Net Income | | | | |
| Designated as Hedging Instruments | | | | |
| Foreign exchange contracts | 0 | (93) | 95 | 0 |
| Not Designated as Hedging Instruments | | | | |
| Foreign exchange contracts | 204 | (172) | 256 | (197) |
| Equity contracts | 38 | 0 | 2 | (7) |
| Other contracts | 8 | (7) | 11 | (3) |
| Gross amounts of derivatives | 250 | (272) | 538 | (207) |
| Gross amounts of derivatives offset in the balance sheet | (113) | 114 | (152) | 153 |
| Cash collateral received | 0 | (78) | 0 | (235) |
| Net amounts of derivatives | <u>\$ 137</u> | <u>\$ (236)</u> | <u>\$ 386</u> | <u>\$ (289)</u> |
| Reported as | | | | |
| Short-term investments | \$ (13) | \$ 0 | \$ 104 | \$ 0 |
| Other current assets | 146 | 0 | 260 | 0 |
| Other long-term assets | 4 | 0 | 22 | 0 |
| Other current liabilities | 0 | (221) | 0 | (288) |
| Other long-term liabilities | 0 | (15) | 0 | (1) |
| Total | <u>\$ 137</u> | <u>\$ (236)</u> | <u>\$ 386</u> | <u>\$ (289)</u> |

Gross derivative assets and liabilities subject to legally enforceable master netting agreements for which we have elected to offset were \$247 million and \$272 million, respectively, as of June 30, 2019, and \$533 million and \$207 million, respectively, as of June 30, 2018.

The following table presents the fair value of our derivatives instruments on a gross basis:

| (In millions) | Level 1 | Level 2 | Level 3 | Total |
|------------------------|---------|---------|---------|--------|
| June 30, 2019 | | | | |
| Derivative assets | \$ 0 | \$ 247 | \$ 3 | \$ 250 |
| Derivative liabilities | 0 | (272) | 0 | (272) |
| June 30, 2018 | | | | |
| Derivative assets | 1 | 535 | 2 | 538 |
| Derivative liabilities | (1) | (206) | 0 | (207) |

Fair Value Hedge Gains (Losses)

We recognized in other income (expense), net the following gains (losses) on contracts designated as fair value hedges and their related hedged items:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|--------|----------|---------|
| Foreign Exchange Contracts | | | |
| Derivatives | \$ 38 | \$ 25 | \$ 441 |
| Hedged items | 130 | 78 | (386) |
| Total amount of ineffectiveness | \$ 168 | \$ 103 | \$ 55 |
| Equity Contracts | | | |
| Derivatives | \$ 0 | \$ (324) | \$ (74) |
| Hedged items | 0 | 324 | 74 |
| Total amount of ineffectiveness | \$ 0 | \$ 0 | \$ 0 |
| Amount of equity contracts excluded from effectiveness assessment | \$ 0 | \$ 80 | \$ (80) |

Cash Flow Hedge Gains (Losses)

We recognized the following gains (losses) on foreign exchange contracts designated as cash flow hedges:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|--------|--------|--------|
| Effective Portion | | | |
| Gains recognized in other comprehensive income (loss), net of tax of \$1, \$11, and \$4 | \$ 159 | \$ 219 | \$ 328 |
| Gains reclassified from accumulated other comprehensive income (loss) into revenue | 341 | 185 | 555 |
| Amount Excluded from Effectiveness Assessment and Ineffective Portion | | | |
| Losses recognized in other income (expense), net | (64) | (255) | (389) |

We do not have any net derivative gains included in AOCI as of June 30, 2019 that will be reclassified into earnings within the following 12 months. No significant amounts of gains (losses) were reclassified from AOCI into earnings as a result of forecasted transactions that failed to occur during fiscal year 2019.

Non-designated Derivative Gains (Losses)

We recognized in other income (expense), net the following gains (losses) on derivatives not designated as hedging instruments:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|----------------------------|---------|----------|----------|
| Foreign exchange contracts | \$ (97) | \$ (33) | \$ (117) |
| Equity contracts | 3 | (87) | (114) |
| Other contracts | 35 | (17) | (3) |
| Total | \$ (59) | \$ (137) | \$ (234) |

NOTE 6 — INVENTORIES

The components of inventories were as follows:

| <u>(In millions)</u> | | |
|----------------------|-------------|-------------|
| <u>June 30,</u> | <u>2019</u> | <u>2018</u> |
| Raw materials | \$ 399 | \$ 655 |
| Work in process | 53 | 54 |
| Finished goods | 1,611 | 1,953 |
| Total | \$ 2,063 | \$ 2,662 |

NOTE 7 — PROPERTY AND EQUIPMENT

The components of property and equipment were as follows:

| <u>(In millions)</u> | | |
|---------------------------------|-------------|-------------|
| <u>June 30,</u> | <u>2019</u> | <u>2018</u> |
| Land | \$ 1,540 | \$ 1,254 |
| Buildings and improvements | 26,288 | 20,604 |
| Leasehold improvements | 5,316 | 4,735 |
| Computer equipment and software | 33,823 | 27,633 |
| Furniture and equipment | 4,840 | 4,457 |
| Total, at cost | 71,807 | 58,683 |
| Accumulated depreciation | (35,330) | (29,223) |
| Total, net | \$ 36,477 | \$ 29,460 |

During fiscal years 2019, 2018, and 2017, depreciation expense was \$9.7 billion, \$7.7 billion, and \$6.1 billion, respectively. We have committed \$4.0 billion for the construction of new buildings, building improvements, and leasehold improvements as of June 30, 2019.

NOTE 8 — BUSINESS COMBINATIONS**GitHub, Inc.**

On October 25, 2018, we acquired GitHub, Inc. (“GitHub”), a software development platform, in a \$7.5 billion stock transaction (inclusive of total cash payments of \$1.3 billion in respect of vested GitHub equity awards and an indemnity escrow). The acquisition is expected to empower developers to achieve more at every stage of the development lifecycle, accelerate enterprise use of GitHub, and bring Microsoft’s developer tools and services to new audiences. The financial results of GitHub have been included in our consolidated financial statements since the date of the acquisition. GitHub is reported as part of our Intelligent Cloud segment.

The allocation of the purchase price to goodwill was completed as of June 30, 2019. The major classes of assets and liabilities to which we allocated the purchase price were as follows:

(In millions)

| | | |
|--|-----------|--------------|
| Cash, cash equivalents, and short-term investments | \$ | 234 |
| Goodwill | | 5,497 |
| Intangible assets | | 1,267 |
| Other assets | | 143 |
| Other liabilities | | (217) |
| Total | \$ | 6,924 |

The goodwill recognized in connection with the acquisition is primarily attributable to anticipated synergies from future growth and is not expected to be deductible for tax purposes. We assigned the goodwill to our Intelligent Cloud segment.

Following are the details of the purchase price allocated to the intangible assets acquired:

| (In millions) | Amount | Weighted Average Life |
|-------------------|-----------------|--------------------------|
| Customer-related | \$ 648 | 8 years |
| Technology-based | 447 | 5 years |
| Marketing-related | 170 | 10 years |
| Contract-based | 2 | 2 years |
| Total | \$ 1,267 | 7 years |

Transactions recognized separately from the purchase price allocation were approximately \$600 million, primarily related to equity awards recognized as expense over the related service period.

LinkedIn Corporation

On December 8, 2016, we completed our acquisition of all issued and outstanding shares of LinkedIn Corporation ("LinkedIn"), the world's largest professional network on the Internet, for a total purchase price of \$27.0 billion. The purchase price consisted primarily of cash of \$26.9 billion. The acquisition is expected to accelerate the growth of LinkedIn, Office 365, and Dynamics 365. The financial results of LinkedIn have been included in our consolidated financial statements since the date of the acquisition.

The allocation of the purchase price to goodwill was completed as of June 30, 2017. The major classes of assets and liabilities to which we allocated the purchase price were as follows:

| (In millions) | |
|-----------------------------|------------------|
| Cash and cash equivalents | \$ 1,328 |
| Short-term investments | 2,110 |
| Other current assets | 697 |
| Property and equipment | 1,529 |
| Intangible assets | 7,887 |
| Goodwill (a) | 16,803 |
| Short-term debt (b) | (1,323) |
| Other current liabilities | (1,117) |
| Deferred income taxes | (774) |
| Other | (131) |
| Total purchase price | \$ 27,009 |

- (a) Goodwill was assigned to our Productivity and Business Processes segment. The goodwill was primarily attributed to increased synergies that are expected to be achieved from the integration of LinkedIn. None of the goodwill is expected to be deductible for income tax purposes.
- (b) Convertible senior notes issued by LinkedIn on November 12, 2014, substantially all of which were redeemed after our acquisition of LinkedIn. The remaining \$18 million of notes are not redeemable and are included in long-term debt in our consolidated balance sheets. Refer to Note 11 – Debt for further information.

Following are the details of the purchase price allocated to the intangible assets acquired:

| (In millions) | Amount | Weighted Average Life |
|---|-----------------|-----------------------|
| Customer-related | \$ 3,607 | 7 years |
| Marketing-related (trade names) | 2,148 | 20 years |
| Technology-based | 2,109 | 3 years |
| Contract-based | 23 | 5 years |
| Fair value of intangible assets acquired | \$ 7,887 | 9 years |

Our consolidated income statements include the following revenue and operating loss attributable to LinkedIn since the date of acquisition:

| (In millions) | 2017 |
|----------------------------|----------|
| Year Ended June 30, | |
| Revenue | \$ 2,271 |
| Operating loss | (924) |

Following are the supplemental consolidated financial results of Microsoft Corporation on an unaudited pro forma basis, as if the acquisition had been consummated on July 1, 2015:

| (In millions, except per share amounts) | 2017 | 2016 |
|---|-----------|-----------|
| Year Ended June 30, | | |
| Revenue | \$ 98,291 | \$ 94,490 |
| Net income | 25,179 | 19,128 |
| Diluted earnings per share | 3.21 | 2.38 |

These pro forma results were based on estimates and assumptions, which we believe are reasonable. They are not the results that would have been realized had we been a combined company during the periods presented and are not necessarily indicative of our consolidated results of operations in future periods. The pro forma results include adjustments related to purchase accounting, primarily amortization of intangible assets. Acquisition costs and other nonrecurring charges were immaterial and are included in the earliest period presented.

Other

During fiscal year 2019, we completed 19 additional acquisitions for \$1.6 billion, substantially all of which were paid in cash. These entities have been included in our consolidated results of operations since their respective acquisition dates.

NOTE 9 — GOODWILL

Changes in the carrying amount of goodwill were as follows:

| (In millions) | June 30, 2017 | Acquisitions | Other | June 30, 2018 | Acquisitions | Other | June 30, 2019 |
|-------------------------------------|------------------|--------------|---------|------------------|--------------|---------|------------------|
| Productivity and Business Processes | \$ 23,739 | \$ 72 | \$ 12 | \$ 23,823 | \$ 514 | \$ (60) | \$ 24,277 |
| Intelligent Cloud | 5,555 | 164 | (16) | 5,703 | 5,605(a) | 43(a) | 11,351 |
| More Personal Computing | 5,828 | 394 | (65) | 6,157 | 289 | (48) | 6,398 |
| Total | \$ 35,122 | \$ 630 | \$ (69) | \$ 35,683 | \$ 6,408 | \$ (65) | \$ 42,026 |

(a) Includes goodwill of \$5.5 billion related to GitHub. See Note 8 – Business Combinations for further information.

The measurement periods for the valuation of assets acquired and liabilities assumed end as soon as information on the facts and circumstances that existed as of the acquisition dates becomes available, but do not exceed 12 months. Adjustments in purchase price allocations may require a change in the amounts allocated to goodwill during the periods in which the adjustments are determined.

Any change in the goodwill amounts resulting from foreign currency translations and purchase accounting adjustments are presented as “Other” in the table above. Also included in “Other” are business dispositions and transfers between segments due to reorganizations, as applicable.

Goodwill Impairment

We test goodwill for impairment annually on May 1 at the reporting unit level, primarily using a discounted cash flow methodology with a peer-based, risk-adjusted weighted average cost of capital. We believe use of a discounted cash flow approach is the most reliable indicator of the fair values of the businesses.

No instances of impairment were identified in our May 1, 2019, May 1, 2018, or May 1, 2017 tests. As of June 30, 2019 and 2018, accumulated goodwill impairment was \$11.3 billion.

NOTE 10 — INTANGIBLE ASSETS

The components of intangible assets, all of which are finite-lived, were as follows:

| (In millions) | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
|-------------------|-----------------------------|-----------------------------|------------------------|-----------------------------|-----------------------------|------------------------|
| June 30, | | | 2019 | | | 2018 |
| Technology-based | \$ 7,691 | \$ (5,771) | \$ 1,920 | \$ 7,220 | \$ (5,018) | \$ 2,202 |
| Customer-related | 4,709 | (1,785) | 2,924 | 4,031 | (1,205) | 2,826 |
| Marketing-related | 4,165 | (1,327) | 2,838 | 4,006 | (1,071) | 2,935 |
| Contract-based | 574 | (506) | 68 | 679 | (589) | 90 |
| Total | \$ 17,139(a) | \$ (9,389) | \$ 7,750 | \$ 15,936 | \$ (7,883) | \$ 8,053 |

(a) Includes intangible assets of \$1.3 billion related to GitHub. See Note 8 – Business Combinations for further information.

No material impairments of intangible assets were identified during fiscal years 2019, 2018, or 2017. We estimate that we have no significant residual value related to our intangible assets.

The components of intangible assets acquired during the periods presented were as follows:

| (In millions) | Amount | Weighted Average Life | Amount | Weighted Average Life |
|----------------------------|-----------------|--------------------------|---------------|--------------------------|
| Year Ended June 30, | 2019 | | 2018 | |
| Technology-based | \$ 814 | 5 years | \$ 178 | 4 years |
| Marketing-related | 177 | 10 years | 14 | 5 years |
| Contract-based | 7 | 3 years | 14 | 4 years |
| Customer-related | 710 | 8 years | 13 | 5 years |
| Total | \$ 1,708 | 7 years | \$ 219 | 5 years |

Intangible assets amortization expense was \$1.9 billion, \$2.2 billion, and \$1.7 billion for fiscal years 2019, 2018, and 2017, respectively.

The following table outlines the estimated future amortization expense related to intangible assets held as of June 30, 2019:

| (In millions) | Amount |
|-----------------------------|-----------------|
| Year Ending June 30, | |
| 2020 | \$ 1,488 |
| 2021 | 1,282 |
| 2022 | 1,187 |
| 2023 | 1,053 |
| 2024 | 737 |
| Thereafter | 2,003 |
| Total | \$ 7,750 |

NOTE 11 — DEBT

Short-term Debt

As of June 30, 2019 and 2018, we had no commercial paper issued or outstanding. Effective August 31, 2018, we terminated our credit facilities, which served as back-up for our commercial paper program.

Long-term Debt

As of June 30, 2019, the total carrying value and estimated fair value of our long-term debt, including the current portion, were \$72.2 billion and \$78.9 billion, respectively. As of June 30, 2018, the total carrying value and estimated fair value of our long-term debt, including the current portion, were \$76.2 billion and \$77.5 billion, respectively. These estimated fair values are based on Level 2 inputs.

The components of our long-term debt, including the current portion, and the associated interest rates were as follows:

| (In millions, except interest rates) | Face Value June 30, 2019 | Face Value June 30, 2018 | Stated Interest Rate | Effective Interest Rate |
|--------------------------------------|--------------------------------|--------------------------------|----------------------------|-------------------------------|
| Notes | | | | |
| November 3, 2018 | \$ 0 | \$ 1,750 | 1.300% | 1.396% |
| December 6, 2018 | 0 | 1,250 | 1.625% | 1.824% |
| June 1, 2019 | 0 | 1,000 | 4.200% | 4.379% |
| August 8, 2019 | 2,500 | 2,500 | 1.100% | 1.203% |
| November 1, 2019 | 18 | 18 | 0.500% | 0.500% |
| February 6, 2020 | 1,500 | 1,500 | 1.850% | 1.952% |
| February 12, 2020 | 1,500 | 1,500 | 1.850% | 1.935% |
| October 1, 2020 | 1,000 | 1,000 | 3.000% | 3.137% |
| November 3, 2020 | 2,250 | 2,250 | 2.000% | 2.093% |
| February 8, 2021 | 500 | 500 | 4.000% | 4.082% |
| August 8, 2021 | 2,750 | 2,750 | 1.550% | 1.642% |
| December 6, 2021 (a) | 1,994 | 2,044 | 2.125% | 2.233% |
| February 6, 2022 | 1,750 | 1,750 | 2.400% | 2.520% |
| February 12, 2022 | 1,500 | 1,500 | 2.375% | 2.466% |
| November 3, 2022 | 1,000 | 1,000 | 2.650% | 2.717% |
| November 15, 2022 | 750 | 750 | 2.125% | 2.239% |
| May 1, 2023 | 1,000 | 1,000 | 2.375% | 2.465% |
| August 8, 2023 | 1,500 | 1,500 | 2.000% | 2.101% |
| December 15, 2023 | 1,500 | 1,500 | 3.625% | 3.726% |
| February 6, 2024 | 2,250 | 2,250 | 2.875% | 3.041% |
| February 12, 2025 | 2,250 | 2,250 | 2.700% | 2.772% |
| November 3, 2025 | 3,000 | 3,000 | 3.125% | 3.176% |
| August 8, 2026 | 4,000 | 4,000 | 2.400% | 2.464% |
| February 6, 2027 | 4,000 | 4,000 | 3.300% | 3.383% |
| December 6, 2028 (a) | 1,993 | 2,044 | 3.125% | 3.218% |
| May 2, 2033 (a) | 626 | 642 | 2.625% | 2.690% |
| February 12, 2035 | 1,500 | 1,500 | 3.500% | 3.604% |
| November 3, 2035 | 1,000 | 1,000 | 4.200% | 4.260% |
| August 8, 2036 | 2,250 | 2,250 | 3.450% | 3.510% |
| February 6, 2037 | 2,500 | 2,500 | 4.100% | 4.152% |
| June 1, 2039 | 750 | 750 | 5.200% | 5.240% |
| October 1, 2040 | 1,000 | 1,000 | 4.500% | 4.567% |
| February 8, 2041 | 1,000 | 1,000 | 5.300% | 5.361% |
| November 15, 2042 | 900 | 900 | 3.500% | 3.571% |
| May 1, 2043 | 500 | 500 | 3.750% | 3.829% |
| December 15, 2043 | 500 | 500 | 4.875% | 4.918% |
| February 12, 2045 | 1,750 | 1,750 | 3.750% | 3.800% |
| November 3, 2045 | 3,000 | 3,000 | 4.450% | 4.492% |
| August 8, 2046 | 4,500 | 4,500 | 3.700% | 3.743% |
| February 6, 2047 | 3,000 | 3,000 | 4.250% | 4.287% |
| February 12, 2055 | 2,250 | 2,250 | 4.000% | 4.063% |
| November 3, 2055 | 1,000 | 1,000 | 4.750% | 4.782% |
| August 8, 2056 | 2,250 | 2,250 | 3.950% | 4.033% |
| February 6, 2057 | 2,000 | 2,000 | 4.500% | 4.528% |
| Total | \$ 72,781 | \$ 76,898 | | |

(a) *Euro-denominated debt securities.*

The notes in the table above are senior unsecured obligations and rank equally with our other senior unsecured debt outstanding. Interest on these notes is paid semi-annually, except for the euro-denominated debt securities on which interest is paid annually. Cash paid for interest on our debt for fiscal years 2019, 2018, and 2017 was \$2.4 billion, \$2.4 billion, and \$1.6 billion, respectively. As of June 30, 2019 and 2018, the aggregate debt issuance costs and unamortized discount associated with our long-term debt, including the current portion, were \$603 million and \$658 million, respectively.

Maturities of our long-term debt for each of the next five years and thereafter are as follows:

(In millions)

| Year Ending June 30, | |
|----------------------|------------------|
| 2020 | \$ 5,518 |
| 2021 | 3,750 |
| 2022 | 7,994 |
| 2023 | 2,750 |
| 2024 | 5,250 |
| Thereafter | 47,519 |
| Total | \$ 72,781 |

NOTE 12 — INCOME TAXES

Tax Cuts and Jobs Act

On December 22, 2017, the Tax Cuts and Jobs Act ("TCJA") was enacted into law, which significantly changed existing U.S. tax law and included numerous provisions that affect our business, such as imposing a one-time transition tax on deemed repatriation of deferred foreign income, reducing the U.S. federal statutory tax rate, and adopting a territorial tax system. In fiscal year 2018, the TCJA required us to incur a transition tax on deferred foreign income not previously subject to U.S. income tax at a rate of 15.5% for foreign cash and certain other net current assets, and 8% on the remaining income. The TCJA reduced the U.S. federal statutory tax rate from 35% to 21% effective January 1, 2018. In addition, the TCJA subjected us to a tax on our GILTI effective July 1, 2018.

Under GAAP, we can make an accounting policy election to either treat taxes due on the GILTI inclusion as a current period expense or factor such amounts into our measurement of deferred taxes. We elected the deferred method, under which we recorded the corresponding deferred tax assets and liabilities on our consolidated balance sheets.

During fiscal year 2018, we recorded a net charge of \$13.7 billion related to the enactment of the TCJA, due to the impact of the one-time transition tax on the deemed repatriation of deferred foreign income of \$17.9 billion, offset in part by the impact of changes in the tax rate of \$4.2 billion, primarily on deferred tax assets and liabilities. During the second quarter of fiscal year 2019, we recorded additional tax expense of \$157 million, which related to completing our provisional accounting for GILTI deferred taxes pursuant to Securities and Exchange Commission Staff Accounting Bulletin No. 118.

In the fourth quarter of fiscal year 2019, in response to the TCJA and recently issued regulations, we transferred certain intangible properties held by our foreign subsidiaries to the U.S. and Ireland. The transfers of intangible properties resulted in a \$2.6 billion net income tax benefit recorded in the fourth quarter of fiscal year 2019, as the value of future tax deductions exceeded the current tax liability from foreign jurisdictions and U.S. GILTI tax.

Provision for Income Taxes

The components of the provision for income taxes were as follows:

| (In millions) | | | |
|----------------------------|------------|------------|----------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| Current Taxes | | | |
| U.S. federal | \$ 4,718 | \$ 19,764 | \$ 2,739 |
| U.S. state and local | 662 | 934 | 30 |
| Foreign | 5,531 | 4,348 | 2,472 |
| Current taxes | \$ 10,911 | \$ 25,046 | \$ 5,241 |
| Deferred Taxes | | | |
| U.S. federal | \$ (5,647) | \$ (4,292) | \$ (554) |
| U.S. state and local | (1,010) | (458) | 269 |
| Foreign | 194 | (393) | (544) |
| Deferred taxes | \$ (6,463) | \$ (5,143) | \$ (829) |
| Provision for income taxes | \$ 4,448 | \$ 19,903 | \$ 4,412 |

U.S. and foreign components of income before income taxes were as follows:

| (In millions) | | | |
|----------------------------|-----------|-----------|-----------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| U.S. | \$ 15,799 | \$ 11,527 | \$ 6,843 |
| Foreign | 27,889 | 24,947 | 23,058 |
| Income before income taxes | \$ 43,688 | \$ 36,474 | \$ 29,901 |

Effective Tax Rate

The items accounting for the difference between income taxes computed at the U.S. federal statutory rate and our effective rate were as follows:

| Year Ended June 30, | 2019 | 2018 | 2017 |
|--|--------|--------|---------|
| Federal statutory rate | 21.0% | 28.1% | 35.0% |
| Effect of: | | | |
| Foreign earnings taxed at lower rates | (4.1)% | (7.8)% | (11.6)% |
| Impact of the enactment of the TCJA | 0.4% | 37.7% | 0% |
| Phone business losses | 0% | 0% | (5.7)% |
| Impact of intangible property transfers | (5.9)% | 0% | 0% |
| Foreign-derived intangible income deduction | (1.4)% | 0% | 0% |
| Research and development credit | (1.1)% | (1.3)% | (0.9)% |
| Excess tax benefits relating to stock-based compensation | (2.2)% | (2.5)% | (2.1)% |
| Interest, net | 1.0% | 1.2% | 1.4% |
| Other reconciling items, net | 2.5% | (0.8)% | (1.3)% |
| Effective rate | 10.2% | 54.6% | 14.8% |

The decrease from the federal statutory rate in fiscal year 2019 is primarily due to a \$2.6 billion net income tax benefit related to intangible property transfers, and earnings taxed at lower rates in foreign jurisdictions resulting from producing and distributing our products and services through our foreign regional operations centers in Ireland, Singapore, and Puerto Rico. The increase from the federal statutory rate in fiscal year 2018 is primarily due to the net charge related to the enactment of the TCJA in the second quarter of fiscal year 2018, offset in part by earnings taxed at lower rates in foreign jurisdictions. The decrease from the federal statutory rate in fiscal year 2017 is primarily due to earnings taxed at lower rates in foreign jurisdictions. Our foreign regional operating centers in Ireland, Singapore and Puerto Rico, which are taxed at rates lower than the U.S. rate, generated 82%, 87%, and 76% of our foreign income before tax in fiscal years 2019, 2018, and 2017, respectively. Other reconciling items, net consists primarily of tax credits, GILTI, and U.S. state income taxes. In fiscal years 2019, 2018, and 2017, there were no individually significant other reconciling items.

The decrease in our effective tax rate for fiscal year 2019 compared to fiscal year 2018 was primarily due to the net charge related to the enactment of the TCJA in the second quarter of fiscal year 2018, and a \$2.6 billion net income tax benefit in the fourth quarter of fiscal year 2019 related to intangible property transfers. The increase in our effective tax rate for fiscal year 2018 compared to fiscal year 2017 was primarily due to the net charge related to the enactment of the TCJA and the realization of tax benefits attributable to previous Phone business losses in fiscal year 2017.

The components of the deferred income tax assets and liabilities were as follows:

(In millions)

| June 30, | 2019 | 2018 |
|--|------------|------------|
| Deferred Income Tax Assets | | |
| Stock-based compensation expense | \$ 406 | \$ 460 |
| Accruals, reserves, and other expenses | 2,287 | 1,832 |
| Loss and credit carryforwards | 3,518 | 3,369 |
| Depreciation and amortization | 7,046 | 351 |
| Leasing liabilities | 1,594 | 1,427 |
| Unearned revenue | 475 | 0 |
| Other | 367 | 56 |
| Deferred income tax assets | 15,693 | 7,495 |
| Less valuation allowance | (3,214) | (3,186) |
| Deferred income tax assets, net of valuation allowance | \$ 12,479 | \$ 4,309 |
| Deferred Income Tax Liabilities | | |
| Unrealized gain on investments and debt | \$ (738) | \$ 0 |
| Unearned revenue | (30) | (639) |
| Depreciation and amortization | 0 | (1,164) |
| Leasing assets | (1,510) | (1,366) |
| Deferred GILTI tax liabilities | (2,607) | (61) |
| Other | (291) | (251) |
| Deferred income tax liabilities | \$ (5,176) | \$ (3,481) |
| Net deferred income tax assets (liabilities) | \$ 7,303 | \$ 828 |
| Reported As | | |
| Other long-term assets | \$ 7,536 | \$ 1,369 |
| Long-term deferred income tax liabilities | (233) | (541) |
| Net deferred income tax assets (liabilities) | \$ 7,303 | \$ 828 |

Deferred income tax balances reflect the effects of temporary differences between the carrying amounts of assets and liabilities and their tax bases and are stated at enacted tax rates expected to be in effect when the taxes are paid or recovered.

As of June 30, 2019, we had federal, state and foreign net operating loss carryforwards of \$978 million, \$770 million, and \$11.6 billion, respectively. The federal and state net operating loss carryforwards will expire in various years from fiscal 2020 through 2039, if not utilized. The majority of our foreign net operating loss carryforwards do not expire. Certain acquired net operating loss carryforwards are subject to an annual limitation, but are expected to be realized with the exception of those which have a valuation allowance.

The valuation allowance disclosed in the table above relates to the foreign net operating loss carryforwards and other net deferred tax assets that may not be realized.

Income taxes paid, net of refunds, were \$8.4 billion, \$5.5 billion, and \$2.4 billion in fiscal years 2019, 2018, and 2017, respectively.

Uncertain Tax Positions

Gross unrecognized tax benefits related to uncertain tax positions as of June 30, 2019, 2018, and 2017, were \$13.1 billion, \$12.0 billion, and \$11.7 billion, respectively, which were primarily included in long-term income taxes in our consolidated balance sheets. If recognized, the resulting tax benefit would affect our effective tax rates for fiscal years 2019, 2018, and 2017 by \$12.0 billion, \$11.3 billion, and \$10.2 billion, respectively.

As of June 30, 2019, 2018, and 2017, we had accrued interest expense related to uncertain tax positions of \$3.4 billion, \$3.0 billion, and \$2.3 billion, respectively, net of income tax benefits. The provision for (benefit from) income taxes for fiscal years 2019, 2018, and 2017 included interest expense related to uncertain tax positions of \$515 million, \$688 million, and \$399 million, respectively, net of income tax benefits.

The aggregate changes in the gross unrecognized tax benefits related to uncertain tax positions were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|-----------|-----------|-----------|
| Beginning unrecognized tax benefits | \$ 11,961 | \$ 11,737 | \$ 10,164 |
| Decreases related to settlements | (316) | (193) | (4) |
| Increases for tax positions related to the current year | 2,106 | 1,445 | 1,277 |
| Increases for tax positions related to prior years | 508 | 151 | 397 |
| Decreases for tax positions related to prior years | (1,113) | (1,176) | (49) |
| Decreases due to lapsed statutes of limitations | 0 | (3) | (48) |
| Ending unrecognized tax benefits | \$ 13,146 | \$ 11,961 | \$ 11,737 |

We settled a portion of the Internal Revenue Service ("IRS") audit for tax years 2004 to 2006 in fiscal year 2011. In February 2012, the IRS withdrew its 2011 Revenue Agents Report related to unresolved issues for tax years 2004 to 2006 and reopened the audit phase of the examination. We also settled a portion of the IRS audit for tax years 2007 to 2009 in fiscal year 2016, and a portion of the IRS audit for tax years 2010 to 2013 in fiscal year 2018. We remain under audit for tax years 2004 to 2013. We expect the IRS to begin an examination of tax years 2014 to 2017 within the next 12 months.

As of June 30, 2019, the primary unresolved issues for the IRS audits relate to transfer pricing, which could have a material impact on our consolidated financial statements when the matters are resolved. We believe our allowances for income tax contingencies are adequate. We have not received a proposed assessment for the unresolved issues and do not expect a final resolution of these issues in the next 12 months. Based on the information currently available, we do not anticipate a significant increase or decrease to our tax contingencies for these issues within the next 12 months.

We are subject to income tax in many jurisdictions outside the U.S. Our operations in certain jurisdictions remain subject to examination for tax years 1996 to 2018, some of which are currently under audit by local tax authorities. The resolution of each of these audits is not expected to be material to our consolidated financial statements.

NOTE 13 — RESTRUCTURING CHARGES

In June 2017, management approved a sales and marketing restructuring plan. In fiscal year 2017, we recorded employee severance expenses of \$306 million primarily related to this sales and marketing restructuring plan. The actions associated with this restructuring plan were completed as of June 30, 2018.

NOTE 14 — UNEARNED REVENUE

Unearned revenue by segment was as follows:

| (In millions) | | | |
|-------------------------------------|------|--------|-----------|
| June 30, | 2019 | | 2018 |
| Productivity and Business Processes | \$ | 16,831 | \$ 14,864 |
| Intelligent Cloud | | 16,988 | 14,706 |
| More Personal Computing | | 3,387 | 3,150 |
| Total | \$ | 37,206 | \$ 32,720 |

Changes in unearned revenue were as follows:

| (In millions) | | | |
|---------------------------------|--|----|----------|
| Year Ended June 30, 2019 | | | |
| Balance, beginning of period | | \$ | 32,720 |
| Deferral of revenue | | | 69,493 |
| Recognition of unearned revenue | | | (65,007) |
| Balance, end of period | | \$ | 37,206 |

Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized (“contracted not recognized revenue”), which includes unearned revenue and amounts that will be invoiced and recognized as revenue in future periods. Contracted not recognized revenue was \$91 billion as of June 30, 2019, of which we expect to recognize approximately 50% of the revenue over the next 12 months and the remainder thereafter. Many customers are committing to our products and services for longer contract terms, which is increasing the percentage of contracted revenue that will be recognized beyond the next 12 months.

NOTE 15 — LEASES

We have operating and finance leases for datacenters, corporate offices, research and development facilities, retail stores, and certain equipment. Our leases have remaining lease terms of 1 year to 20 years, some of which include options to extend the leases for up to 5 years, and some of which include options to terminate the leases within 1 year.

The components of lease expense were as follows:

| (In millions) | | | |
|-------------------------------------|----------|----------|----------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| Operating lease cost | \$ 1,707 | \$ 1,585 | \$ 1,412 |
| Finance lease cost: | | | |
| Amortization of right-of-use assets | \$ 370 | \$ 243 | \$ 104 |
| Interest on lease liabilities | 247 | 175 | 68 |
| Total finance lease cost | \$ 617 | \$ 418 | \$ 172 |

Supplemental cash flow information related to leases was as follows:

| (In millions) | | | |
|---|----------|----------|----------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| Cash paid for amounts included in the measurement of lease liabilities: | | | |
| Operating cash flows from operating leases | \$ 1,670 | \$ 1,522 | \$ 1,157 |
| Operating cash flows from finance leases | 247 | 175 | 68 |
| Financing cash flows from finance leases | 221 | 144 | 46 |
| Right-of-use assets obtained in exchange for lease obligations: | | | |
| Operating leases | 2,303 | 1,571 | 1,270 |
| Finance leases | 2,532 | 1,933 | 1,773 |

Supplemental balance sheet information related to leases was as follows:

| (In millions, except lease term and discount rate) | | |
|--|----------|----------|
| June 30, | 2019 | 2018 |
| Operating Leases | | |
| Operating lease right-of-use assets | \$ 7,379 | \$ 6,686 |
| Other current liabilities | \$ 1,515 | \$ 1,399 |
| Operating lease liabilities | 6,188 | 5,568 |
| Total operating lease liabilities | \$ 7,703 | \$ 6,967 |
| Finance Leases | | |
| Property and equipment, at cost | \$ 7,041 | \$ 4,543 |
| Accumulated depreciation | (774) | (404) |
| Property and equipment, net | \$ 6,267 | \$ 4,139 |
| Other current liabilities | \$ 317 | \$ 176 |
| Other long-term liabilities | 6,257 | 4,125 |
| Total finance lease liabilities | \$ 6,574 | \$ 4,301 |
| Weighted Average Remaining Lease Term | | |
| Operating leases | 7 years | 7 years |
| Finance leases | 13 years | 13 years |
| Weighted Average Discount Rate | | |
| Operating leases | 3.0% | 2.7% |
| Finance leases | 4.6% | 5.2% |

Maturities of lease liabilities were as follows:

| (In millions) | | |
|-----------------------|------------------|----------------|
| Year Ending June 30, | Operating Leases | Finance Leases |
| 2020 | \$ 1,678 | \$ 591 |
| 2021 | 1,438 | 616 |
| 2022 | 1,235 | 626 |
| 2023 | 1,036 | 631 |
| 2024 | 839 | 641 |
| Thereafter | 2,438 | 5,671 |
| Total lease payments | 8,664 | 8,776 |
| Less imputed interest | (961) | (2,202) |
| Total | \$ 7,703 | \$ 6,574 |

As of June 30, 2019, we have additional operating and finance leases, primarily for datacenters, that have not yet commenced of \$2.3 billion and \$6.1 billion, respectively. These operating and finance leases will commence between fiscal year 2020 and fiscal year 2022 with lease terms of 1 year to 15 years.

NOTE 16 — CONTINGENCIES

Patent and Intellectual Property Claims

There were 44 patent infringement cases pending against Microsoft as of June 30, 2019, none of which are material individually or in aggregate.

Antitrust, Unfair Competition, and Overcharge Class Actions

Antitrust and unfair competition class action lawsuits were filed against us in British Columbia, Ontario, and Quebec, Canada. All three have been certified on behalf of Canadian indirect purchasers who acquired licenses for Microsoft operating system software and/or productivity application software between 1998 and 2010.

The trial of the British Columbia action commenced in May 2016. Following a mediation, the parties agreed to a global settlement of all three Canadian actions, and submitted the proposed settlement agreement to the courts in all three jurisdictions for approval. The final settlement has been approved by the courts in British Columbia, Ontario, and Quebec, and the claims administration process will commence.

Other Antitrust Litigation and Claims

China State Administration for Industry and Commerce Investigation

In 2014, Microsoft was informed that China's State Agency for Market Regulation ("SAMR") (formerly State Administration for Industry and Commerce) had begun a formal investigation relating to China's Anti-Monopoly Law, and the SAMR conducted onsite inspections of Microsoft offices in Beijing, Shanghai, Guangzhou, and Chengdu. The SAMR has presented its preliminary views as to certain possible violations of China's Anti-Monopoly Law, and discussions are expected to continue.

Product-Related Litigation

U.S. Cell Phone Litigation

Microsoft Mobile Oy, a subsidiary of Microsoft, along with other handset manufacturers and network operators, is a defendant in 40 lawsuits filed in the Superior Court for the District of Columbia by individual plaintiffs who allege that radio emissions from cellular handsets caused their brain tumors and other adverse health effects. We assumed responsibility for these claims in our agreement to acquire Nokia's Devices and Services business and have been substituted for the Nokia defendants. Nine of these cases were filed in 2002 and are consolidated for certain pre-trial proceedings; the remaining cases are stayed. In a separate 2009 decision, the Court of Appeals for the District of Columbia held that adverse health effect claims arising from the use of cellular handsets that operate within the U.S. Federal Communications Commission radio frequency emission guidelines ("FCC Guidelines") are pre-empted by federal law. The plaintiffs allege that their handsets either operated outside the FCC Guidelines or were manufactured before the FCC Guidelines went into effect. The lawsuits also allege an industry-wide conspiracy to manipulate the science and testing around emission guidelines.

In 2013, the defendants in the consolidated cases moved to exclude the plaintiffs' expert evidence of general causation on the basis of flawed scientific methodologies. In 2014, the trial court granted in part and denied in part the defendants' motion to exclude the plaintiffs' general causation experts. The defendants filed an interlocutory appeal to the District of Columbia Court of Appeals challenging the standard for evaluating expert scientific evidence. In October 2016, the Court of Appeals issued its decision adopting the standard advocated by the defendants and remanding the cases to the trial court for further proceedings under that standard. The plaintiffs have filed supplemental expert evidence, portions of which the defendants have moved to strike. In August 2018, the trial court issued an order striking portions of the plaintiffs' expert reports. A hearing is expected to be scheduled in the second half of calendar year 2019.

Employment-Related Litigation***Moussouris v. Microsoft***

Current and former female Microsoft employees in certain engineering and information technology roles brought this class action in federal court in Seattle in 2015, alleging systemic gender discrimination in pay and promotions. The plaintiffs moved to certify the class in October 2017. Microsoft filed an opposition in January 2018, attaching an expert report showing no statistically significant disparity in pay and promotions between similarly situated men and women. In June 2018, the court denied the plaintiffs' motion for class certification. Plaintiffs sought an interlocutory appeal to the U.S. Court of Appeals for the Ninth Circuit, which was granted in September 2018. Oral argument is scheduled for October 2019.

Other Contingencies

We also are subject to a variety of other claims and suits that arise from time to time in the ordinary course of our business. Although management currently believes that resolving claims against us, individually or in aggregate, will not have a material adverse impact on our consolidated financial statements, these matters are subject to inherent uncertainties and management's view of these matters may change in the future.

As of June 30, 2019, we accrued aggregate legal liabilities of \$386 million. While we intend to defend these matters vigorously, adverse outcomes that we estimate could reach approximately \$1.0 billion in aggregate beyond recorded amounts are reasonably possible. Were unfavorable final outcomes to occur, there exists the possibility of a material adverse impact on our consolidated financial statements for the period in which the effects become reasonably estimable.

NOTE 17 — STOCKHOLDERS' EQUITY**Shares Outstanding**

Shares of common stock outstanding were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|----------------------------|--------------|--------------|--------------|
| Balance, beginning of year | 7,677 | 7,708 | 7,808 |
| Issued | 116 | 68 | 70 |
| Repurchased | (150) | (99) | (170) |
| Balance, end of year | <u>7,643</u> | <u>7,677</u> | <u>7,708</u> |

Share Repurchases

On September 16, 2013, our Board of Directors approved a share repurchase program ("2013 Share Repurchase Program") authorizing up to \$40.0 billion in share repurchases. The 2013 Share Repurchase Program became effective on October 1, 2013, and was completed on December 22, 2016.

On September 20, 2016, our Board of Directors approved a share repurchase program authorizing up to an additional \$40.0 billion in share repurchases ("2016 Share Repurchase Program"). This share repurchase program commenced on December 22, 2016 following completion of the 2013 Share Repurchase Program, has no expiration date, and may be suspended or discontinued at any time without notice. As of June 30, 2019, \$11.4 billion remained of the 2016 Share Repurchase Program.

We repurchased the following shares of common stock under the share repurchase programs:

| (In millions) | Shares | Amount | Shares | Amount | Shares | Amount |
|---------------------|------------|------------------|-----------|-----------------|------------|------------------|
| Year Ended June 30, | | 2019 | | 2018 | | 2017 |
| First Quarter | 24 | \$ 2,600 | 22 | \$ 1,600 | 63 | \$ 3,550 |
| Second Quarter | 57 | 6,100 | 22 | 1,800 | 59 | 3,533 |
| Third Quarter | 36 | 3,899 | 34 | 3,100 | 25 | 1,600 |
| Fourth Quarter | 33 | 4,200 | 21 | 2,100 | 23 | 1,600 |
| Total | 150 | \$ 16,799 | 99 | \$ 8,600 | 170 | \$ 10,283 |

Shares repurchased in the first and second quarter of fiscal year 2017 were under the 2013 Share Repurchase Program. All other shares repurchased were under the 2016 Share Repurchase Program. The above table excludes shares repurchased to settle employee tax withholding related to the vesting of stock awards of \$2.7 billion, \$2.1 billion, and \$1.5 billion for fiscal years 2019, 2018, and 2017, respectively. All share repurchases were made using cash resources.

Dividends

Our Board of Directors declared the following dividends:

| Declaration Date | Record Date | Payment Date | Dividend Per Share | Amount |
|--------------------|-------------------|--------------------|--------------------|------------------|
| Fiscal Year 2019 | | | | (In millions) |
| September 18, 2018 | November 15, 2018 | December 13, 2018 | \$ 0.46 | \$ 3,544 |
| November 28, 2018 | February 21, 2019 | March 14, 2019 | 0.46 | 3,526 |
| March 11, 2019 | May 16, 2019 | June 13, 2019 | 0.46 | 3,521 |
| June 12, 2019 | August 15, 2019 | September 12, 2019 | 0.46 | 3,516 |
| Total | | | \$ 1.84 | \$ 14,107 |
| Fiscal Year 2018 | | | | |
| September 19, 2017 | November 16, 2017 | December 14, 2017 | \$ 0.42 | \$ 3,238 |
| November 29, 2017 | February 15, 2018 | March 8, 2018 | 0.42 | 3,232 |
| March 12, 2018 | May 17, 2018 | June 14, 2018 | 0.42 | 3,226 |
| June 13, 2018 | August 16, 2018 | September 13, 2018 | 0.42 | 3,220 |
| Total | | | \$ 1.68 | \$ 12,916 |

The dividend declared on June 12, 2019 was included in other current liabilities as of June 30, 2019.

NOTE 18 — ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The following table summarizes the changes in accumulated other comprehensive income (loss) by component:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|------------|------------|------------|
| Derivatives | | | |
| Balance, beginning of period | \$ 173 | \$ 134 | \$ 352 |
| Unrealized gains, net of tax of \$2, \$11, and \$4 | 160 | 218 | 328 |
| Reclassification adjustments for gains included in revenue | (341) | (185) | (555) |
| Tax expense included in provision for income taxes | 8 | 6 | 9 |
| Amounts reclassified from accumulated other comprehensive income (loss) | (333) | (179) | (546) |
| Net change related to derivatives, net of tax of \$(6), \$5, and \$(5) | (173) | 39 | (218) |
| Balance, end of period | \$ 0 | \$ 173 | \$ 134 |
| Investments | | | |
| Balance, beginning of period | \$ (850) | \$ 1,825 | \$ 2,941 |
| Unrealized gains (losses), net of tax of \$616, \$(427), and \$267 | 2,331 | (1,146) | 517 |
| Reclassification adjustments for (gains) losses included in other income (expense), net | 93 | (2,309) | (2,513) |
| Tax expense (benefit) included in provision for income taxes | (19) | 738 | 880 |
| Amounts reclassified from accumulated other comprehensive income (loss) | 74 | (1,571) | (1,633) |
| Net change related to investments, net of tax of \$635, \$(1,165), and \$(613) | 2,405 | (2,717) | (1,116) |
| Cumulative effect of accounting changes | (67) | 42 | 0 |
| Balance, end of period | \$ 1,488 | \$ (850) | \$ 1,825 |
| Translation Adjustments and Other | | | |
| Balance, beginning of period | \$ (1,510) | \$ (1,332) | \$ (1,499) |
| Translation adjustments and other, net of tax effects of \$(1), \$0, and \$9 | (318) | (178) | 167 |
| Balance, end of period | \$ (1,828) | \$ (1,510) | \$ (1,332) |
| Accumulated other comprehensive income (loss), end of period | \$ (340) | \$ (2,187) | \$ 627 |

NOTE 19 — EMPLOYEE STOCK AND SAVINGS PLANS

We grant stock-based compensation to employees and directors. As of June 30, 2019, an aggregate of 327 million shares were authorized for future grant under our stock plans. Awards that expire or are canceled without delivery of shares generally become available for issuance under the plans. We issue new shares of Microsoft common stock to satisfy vesting of awards granted under our stock plans. We also have an ESPP for all eligible employees.

Stock-based compensation expense and related income tax benefits were as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|----------|----------|----------|
| Stock-based compensation expense | \$ 4,652 | \$ 3,940 | \$ 3,266 |
| Income tax benefits related to stock-based compensation | 816 | 823 | 1,066 |

Stock Plans

Stock awards entitle the holder to receive shares of Microsoft common stock as the award vests. Stock awards generally vest over a four or five-year service period.

Executive Incentive Plan

Under the Executive Incentive Plan, the Compensation Committee approves stock awards to executive officers and certain senior executives. RSUs generally vest ratably over a four-year service period. PSUs generally vest over a three-year performance period. The number of shares the PSU holder receives is based on the extent to which the corresponding performance goals have been achieved.

Activity for All Stock Plans

The fair value of stock awards was estimated on the date of grant using the following assumptions:

| Year Ended June 30, | 2019 | 2018 | 2017 |
|---|-----------------|-----------------|-----------------|
| Dividends per share (quarterly amounts) | \$0.42 - \$0.46 | \$0.39 - \$0.42 | \$0.36 - \$0.39 |
| Interest rates | 1.8% - 3.1% | 1.7% - 2.9% | 1.2% - 2.2% |

During fiscal year 2019, the following activity occurred under our stock plans:

| | Shares | Weighted Average Grant-Date Fair Value |
|--------------------------------------|---------------|---|
| | (In millions) | |
| Stock Awards | | |
| Nonvested balance, beginning of year | 174 | \$ 57.85 |
| Granted (a) | 63 | 107.02 |
| Vested | (77) | 57.08 |
| Forfeited | (13) | 69.35 |
| Nonvested balance, end of year | 147 | \$ 78.49 |

(a) Includes 2 million, 3 million, and 2 million of PSUs granted at target and performance adjustments above target levels for fiscal years 2019, 2018, and 2017, respectively.

As of June 30, 2019, there was approximately \$8.6 billion of total unrecognized compensation costs related to stock awards. These costs are expected to be recognized over a weighted average period of 3 years. The weighted average grant-date fair value of stock awards granted was \$107.02, \$75.88, and \$55.64 for fiscal years 2019, 2018, and 2017, respectively. The fair value of stock awards vested was \$8.7 billion, \$6.6 billion, and \$4.8 billion, for fiscal years 2019, 2018, and 2017, respectively.

Employee Stock Purchase Plan

We have an ESPP for all eligible employees. Shares of our common stock may be purchased by employees at three-month intervals at 90% of the fair market value on the last trading day of each three-month period. Employees may purchase shares having a value not exceeding 15% of their gross compensation during an offering period. Employees purchased the following shares during the periods presented:

(Shares in millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|-------------------------|-----------|----------|----------|
| Shares purchased | 11 | 13 | 13 |
| Average price per share | \$ 104.85 | \$ 76.40 | \$ 56.36 |

As of June 30, 2019, 105 million shares of our common stock were reserved for future issuance through the ESPP.

Savings Plan

We have savings plans in the U.S. that qualify under Section 401(k) of the Internal Revenue Code, and a number of savings plans in international locations. Eligible U.S. employees may contribute a portion of their salary into the savings plans, subject to certain limitations. We contribute fifty cents for each dollar a participant contributes into the plans, with a maximum employer contribution of 50% of the IRS contribution limit for the calendar year. Employer-funded retirement benefits for all plans were \$877 million, \$807 million, and \$734 million in fiscal years 2019, 2018, and 2017, respectively, and were expensed as contributed.

NOTE 20 — SEGMENT INFORMATION AND GEOGRAPHIC DATA

In its operation of the business, management, including our chief operating decision maker, who is also our Chief Executive Officer, reviews certain financial information, including segmented internal profit and loss statements prepared on a basis not consistent with GAAP. During the periods presented, we reported our financial performance based on the following segments: Productivity and Business Processes, Intelligent Cloud, and More Personal Computing.

Our reportable segments are described below.

Productivity and Business Processes

Our Productivity and Business Processes segment consists of products and services in our portfolio of productivity, communication, and information services, spanning a variety of devices and platforms. This segment primarily comprises:

- Office Commercial, including Office 365 subscriptions and Office licensed on-premises, comprising Office, Exchange, SharePoint, Microsoft Teams, Office 365 Security and Compliance, and Skype for Business, and related Client Access Licenses (“CALs”).
- Office Consumer, including Office 365 subscriptions and Office licensed on-premises, and Office Consumer Services, including Skype, Outlook.com, and OneDrive.
- LinkedIn, including Talent Solutions, Marketing Solutions, and Premium Subscriptions.
- Dynamics business solutions, including Dynamics 365, a set of cloud-based applications across ERP and CRM, Dynamics ERP on-premises, and Dynamics CRM on-premises.

Intelligent Cloud

Our Intelligent Cloud segment consists of our public, private, and hybrid server products and cloud services that can power modern business. This segment primarily comprises:

- Server products and cloud services, including Microsoft SQL Server, Windows Server, Visual Studio, System Center, and related CALs, GitHub, and Azure.
- Enterprise Services, including Premier Support Services and Microsoft Consulting Services.

More Personal Computing

Our More Personal Computing segment consists of products and services geared towards harmonizing the interests of end users, developers, and IT professionals across all devices. This segment primarily comprises:

- Windows, including Windows OEM licensing and other non-volume licensing of the Windows operating system; Windows Commercial, comprising volume licensing of the Windows operating system, Windows cloud services, and other Windows commercial offerings; patent licensing; Windows Internet of Things (“IoT”); and MSN advertising.
- Devices, including Microsoft Surface, PC accessories, and other intelligent devices.
- Gaming, including Xbox hardware and Xbox software and services, comprising Xbox Live transactions, subscriptions, cloud services, and advertising (“Xbox Live”), video games, and third-party video game royalties.
- Search.

Revenue and costs are generally directly attributed to our segments. However, due to the integrated structure of our business, certain revenue recognized and costs incurred by one segment may benefit other segments. Revenue from certain contracts is allocated among the segments based on the relative value of the underlying products and services, which can include allocation based on actual prices charged, prices when sold separately, or estimated costs plus a profit margin. Cost of revenue is allocated in certain cases based on a relative revenue methodology. Operating expenses that are allocated primarily include those relating to marketing of products and services from which multiple segments benefit and are generally allocated based on relative gross margin.

In addition, certain costs incurred at a corporate level that are identifiable and that benefit our segments are allocated to them. These allocated costs include costs of: legal, including settlements and fines; information technology; human resources; finance; excise taxes; field selling; shared facilities services; and customer service and support. Each allocation is measured differently based on the specific facts and circumstances of the costs being allocated. Certain corporate-level activity is not allocated to our segments, including restructuring expenses.

Segment revenue and operating income were as follows during the periods presented:

| (In millions) | | | |
|-------------------------------------|-------------------|-------------------|------------------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| Revenue | | | |
| Productivity and Business Processes | \$ 41,160 | \$ 35,865 | \$ 29,870 |
| Intelligent Cloud | 38,985 | 32,219 | 27,407 |
| More Personal Computing | 45,698 | 42,276 | 39,294 |
| Total | \$ 125,843 | \$ 110,360 | \$ 96,571 |
| Operating Income (Loss) | | | |
| Productivity and Business Processes | \$ 16,219 | \$ 12,924 | \$ 11,389 |
| Intelligent Cloud | 13,920 | 11,524 | 9,127 |
| More Personal Computing | 12,820 | 10,610 | 8,815 |
| Corporate and Other | 0 | 0 | (306) |
| Total | \$ 42,959 | \$ 35,058 | \$ 29,025 |

Corporate and Other operating loss comprised restructuring expenses.

No sales to an individual customer or country other than the United States accounted for more than 10% of revenue for fiscal years 2019, 2018, or 2017. Revenue, classified by the major geographic areas in which our customers were located, was as follows:

| (In millions) | | | |
|---------------------|-------------------|-------------------|------------------|
| Year Ended June 30, | 2019 | 2018 | 2017 |
| United States (a) | \$ 64,199 | \$ 55,926 | \$ 51,078 |
| Other countries | 61,644 | 54,434 | 45,493 |
| Total | \$ 125,843 | \$ 110,360 | \$ 96,571 |

(a) Includes billings to OEMs and certain multinational organizations because of the nature of these businesses and the impracticability of determining the geographic source of the revenue.

Revenue from external customers, classified by significant product and service offerings, was as follows:

(In millions)

| Year Ended June 30, | 2019 | 2018 | 2017 |
|------------------------------------|------------|------------|-----------|
| Server products and cloud services | \$ 32,622 | \$ 26,129 | \$ 21,649 |
| Office products and cloud services | 31,769 | 28,316 | 25,573 |
| Windows | 20,395 | 19,518 | 18,593 |
| Gaming | 11,386 | 10,353 | 9,051 |
| Search advertising | 7,628 | 7,012 | 6,219 |
| LinkedIn | 6,754 | 5,259 | 2,271 |
| Enterprise Services | 6,124 | 5,846 | 5,542 |
| Devices | 6,095 | 5,134 | 5,062 |
| Other | 3,070 | 2,793 | 2,611 |
| Total | \$ 125,843 | \$ 110,360 | \$ 96,571 |

Our commercial cloud revenue, which includes Office 365 Commercial, Azure, the commercial portion of LinkedIn, Dynamics 365, and other commercial cloud properties, was \$38.1 billion, \$26.6 billion and \$16.2 billion in fiscal years 2019, 2018, and 2017, respectively. These amounts are primarily included in Office products and cloud services, Server products and cloud services, and LinkedIn in the table above.

Assets are not allocated to segments for internal reporting presentations. A portion of amortization and depreciation is included with various other costs in an overhead allocation to each segment; it is impracticable for us to separately identify the amount of amortization and depreciation by segment that is included in the measure of segment profit or loss.

Long-lived assets, excluding financial instruments and tax assets, classified by the location of the controlling statutory company and with countries over 10% of the total shown separately, were as follows:

(In millions)

| June 30, | 2019 | 2018 | 2017 |
|-----------------|-----------|-----------|-----------|
| United States | \$ 55,252 | \$ 44,501 | \$ 42,730 |
| Ireland | 12,958 | 12,843 | 12,889 |
| Other countries | 25,422 | 22,538 | 19,898 |
| Total | \$ 93,632 | \$ 79,882 | \$ 75,517 |

NOTE 21 — QUARTERLY INFORMATION (UNAUDITED)

(In millions, except per share amounts)

| Quarter Ended | September 30 | December 31 | March 31 | June 30 | Total |
|---------------------------------------|--------------|-------------|-----------|-----------|------------|
| Fiscal Year 2019 | | | | | |
| Revenue | \$ 29,084 | \$ 32,471 | \$ 30,571 | \$ 33,717 | \$ 125,843 |
| Gross margin | 19,179 | 20,048 | 20,401 | 23,305 | 82,933 |
| Operating income | 9,955 | 10,258 | 10,341 | 12,405 | 42,959 |
| Net income (a) | 8,824 | 8,420 | 8,809 | 13,187 | 39,240 |
| Basic earnings per share | 1.15 | 1.09 | 1.15 | 1.72 | 5.11 |
| Diluted earnings per share (b) | 1.14 | 1.08 | 1.14 | 1.71 | 5.06 |
| Fiscal Year 2018 | | | | | |
| Revenue | \$ 24,538 | \$ 28,918 | \$ 26,819 | \$ 30,085 | \$ 110,360 |
| Gross margin | 16,260 | 17,854 | 17,550 | 20,343 | 72,007 |
| Operating income | 7,708 | 8,679 | 8,292 | 10,379 | 35,058 |
| Net income (loss) (c) | 6,576 | (6,302) | 7,424 | 8,873 | 16,571 |
| Basic earnings (loss) per share | 0.85 | (0.82) | 0.96 | 1.15 | 2.15 |
| Diluted earnings (loss) per share (d) | 0.84 | (0.82) | 0.95 | 1.14 | 2.13 |

- (a) Reflects the \$157 million net charge related to the enactment of the TCJA for the second quarter and the \$2.6 billion net income tax benefit related to the intangible property transfers for the fourth quarter, which together increased net income by \$2.4 billion for fiscal year 2019. See Note 12 – Income Taxes for further information.
- (b) Reflects the net charge related to the enactment of the TCJA and the net income tax benefit related to the intangible property transfers, which decreased (increased) diluted EPS \$0.02 for the second quarter, \$(0.34) for the fourth quarter, and \$(0.31) for fiscal year 2019.
- (c) Reflects the net charge (benefit) related to the enactment of the TCJA of \$13.8 billion for the second quarter, \$(104) million for the fourth quarter, and \$13.7 billion for fiscal year 2018.
- (d) Reflects the net charge (benefit) related to the enactment of the TCJA, which decreased (increased) diluted EPS \$1.78 for the second quarter, \$(0.01) for the fourth quarter, and \$1.75 for fiscal year 2018.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Microsoft Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Microsoft Corporation and subsidiaries (the "Company") as of June 30, 2019 and 2018, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended June 30, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2019, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of June 30, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated August 1, 2019, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the Company's Audit Committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition — Refer to Note 1 to the Financial Statements

Critical Audit Matter Description

The Company recognizes revenue upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company offers customers the ability to acquire multiple licenses of software products and services, including cloud-based services, in its customer agreements through its volume licensing programs.

Significant judgment is exercised by the Company in determining revenue recognition for these customer agreements, and includes the following:

- Determination of whether products and services are considered distinct performance obligations that should be accounted for separately versus together, such as software licenses and related services that are sold with cloud-based services.
- Determination of stand-alone selling prices for each distinct performance obligation and for products and services that are not sold separately.
- The pattern of delivery (i.e., timing of when revenue is recognized) for each distinct performance obligation.
- Estimation of variable consideration when determining the amount of revenue to recognize (e.g., customer credits, incentives, and in certain instances, estimation of customer usage of products and services).

Given these factors, the related audit effort in evaluating management's judgments in determining revenue recognition for these customer agreements was extensive and required a high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our principal audit procedures related to the Company's revenue recognition for these customer agreements included the following:

- We tested the effectiveness of internal controls related to the identification of distinct performance obligations, the determination of the timing of revenue recognition, and the estimation of variable consideration.
- We evaluated management's significant accounting policies related to these customer agreements for reasonableness.
- We selected a sample of customer agreements and performed the following procedures:
 - Obtained and read contract source documents for each selection, including master agreements, and other documents that were part of the agreement.
 - Tested management's identification of significant terms for completeness, including the identification of distinct performance obligations and variable consideration.
 - Assessed the terms in the customer agreement and evaluated the appropriateness of management's application of their accounting policies, along with their use of estimates, in the determination of revenue recognition conclusions.
- We evaluated the reasonableness of management's estimate of stand-alone selling prices for products and services that are not sold separately.
- We tested the mathematical accuracy of management's calculations of revenue and the associated timing of revenue recognized in the financial statements.

Income Taxes — Uncertain Tax Positions — Refer to Note 12 to the Financial Statements

Critical Audit Matter Description

The Company's long-term income taxes liability includes uncertain tax positions related to transfer pricing issues that remain unresolved with the Internal Revenue Service ("IRS"). The Company remains under IRS audit, or subject to IRS audit, for tax years subsequent to 2003. While the Company has settled a portion of the IRS audits, resolution of the remaining matters could have a material impact on the Company's financial statements.

Conclusions on recognizing and measuring uncertain tax positions involve significant estimates and management judgment and include complex considerations of the Internal Revenue Code, related regulations, tax case laws, and prior-year audit settlements. Given the complexity and the subjective nature of the transfer pricing issues that remain unresolved with the IRS, evaluating management's estimates relating to their determination of uncertain tax positions required extensive audit effort and a high degree of auditor judgment, including involvement of our tax specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our principal audit procedures to evaluate management's estimates of uncertain tax positions related to unresolved transfer pricing issues included the following:

- We evaluated the appropriateness and consistency of management's methods and assumptions used in the identification, recognition, measurement, and disclosure of uncertain tax positions, which included testing the effectiveness of the related internal controls.
 - We read and evaluated management's documentation, including relevant accounting policies and information obtained by management from outside tax specialists, that detailed the basis of the uncertain tax positions.
 - We tested the reasonableness of management's judgments regarding the future resolution of the uncertain tax positions, including an evaluation of the technical merits of the uncertain tax positions.
 - For those uncertain tax positions that had not been effectively settled, we evaluated whether management had appropriately considered new information that could significantly change the recognition, measurement or disclosure of the uncertain tax positions.
 - We evaluated the reasonableness of management's estimates by considering how tax law, including statutes, regulations and case law, impacted management's judgments.
-

/s/ DELOITTE & TOUCHE LLP

Seattle, Washington
August 1, 2019

We have served as the Company's auditor since 1983.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures are effective.

REPORT OF MANAGEMENT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Our management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of our financial reporting for external purposes in accordance with accounting principles generally accepted in the United States of America. Internal control over financial reporting includes maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of our consolidated financial statements; providing reasonable assurance that receipts and expenditures of company assets are made in accordance with management authorization; and providing reasonable assurance that unauthorized acquisition, use, or disposition of company assets that could have a material effect on our consolidated financial statements would be prevented or detected on a timely basis. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our consolidated financial statements would be prevented or detected.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that the Company's internal control over financial reporting was effective as of June 30, 2019. There were no changes in our internal control over financial reporting during the quarter ended June 30, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Deloitte & Touche LLP has audited our internal control over financial reporting as of June 30, 2019; their report is included in Item 9A.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Microsoft Corporation

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Microsoft Corporation and subsidiaries (the "Company") as of June 30, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2019, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements and the related notes (collectively referred to as the "financial statements") as of and for the year ended June 30, 2019, of the Company and our report dated August 1, 2019, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Seattle, Washington
August 1, 2019

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

A list of our executive officers and biographical information appears in Part I, Item 1 of this Form 10-K. Information about our directors may be found under the caption "Our director nominees" in our Proxy Statement for the Annual Meeting of Shareholders to be held December 4, 2019 (the "Proxy Statement"). Information about our Audit Committee may be found under the caption "Board committees" in the Proxy Statement. That information is incorporated herein by reference.

We have adopted the Microsoft Finance Code of Professional Conduct (the "finance code of ethics"), a code of ethics that applies to our Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, and other finance organization employees. The finance code of ethics is publicly available on our website at <https://aka.ms/FinanceCodeProfessionalConduct>. If we make any substantive amendments to the finance code of ethics or grant any waiver, including any implicit waiver, from a provision of the code to our Chief Executive Officer, Chief Financial Officer, or Chief Accounting Officer, we will disclose the nature of the amendment or waiver on that website or in a report on Form 8-K.

ITEM 11. EXECUTIVE COMPENSATION

The information in the Proxy Statement set forth under the captions "Director compensation," "Named executive officer compensation," "Compensation Committee interlocks and insider participation," and "Compensation Committee report" is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information in the Proxy Statement set forth under the captions "Stock ownership information," "Principal shareholders" and "Equity compensation plan information" is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information set forth in the Proxy Statement under the captions "Director independence" and "Certain relationships and related transactions" is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Information concerning principal accountant fees and services appears in the Proxy Statement under the headings "Fees billed by Deloitte & Touche" and "Policy on Audit Committee pre-approval of audit and permissible non-audit services of independent auditor" and is incorporated herein by reference.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Financial Statements and Schedules

The financial statements are set forth under Item 8 of this Form 10-K, as indexed below. Financial statement schedules have been omitted since they either are not required, not applicable, or the information is otherwise included.

| Index to Financial Statements | Page |
|---|------|
| Income Statements | 51 |
| Comprehensive Income Statements | 52 |
| Balance Sheets | 53 |
| Cash Flows Statements | 54 |
| Stockholders' Equity Statements | 55 |
| Notes to Financial Statements | 56 |
| Report of Independent Registered Public Accounting Firm | 93 |

(b) Exhibit Listing

| Exhibit Number | Exhibit Description | Filed Herewith | Incorporated by Reference | | |
|----------------|--|----------------|---------------------------|---------------|-------------|
| | | | Form | Period Ending | Filing Date |
| 3.1 | Amended and Restated Articles of Incorporation of Microsoft Corporation | | 8-K | 3.1 | 12/1/16 |
| 3.2 | Bylaws of Microsoft Corporation | | 8-K | 3.2 | 6/14/17 |
| 4.1 | Form of Indenture between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee ("Base Indenture") | | S-3ASR | 4.1 | 11/20/08 |
| 4.2 | Form of First Supplemental Indenture for 2.95% Notes due 2014, 4.20% Notes due 2019, and 5.20% Notes due 2039, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Base Indenture | | 8-K | 4.2 | 5/15/09 |
| 4.5 | Form of Second Supplemental Indenture for 0.875% Notes due 2013, 1.625% Notes due 2015, 3.00% Notes due 2020, and 4.50% Notes due 2040, dated as of September 27, 2010, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | 4.2 | 9/27/10 |

| Exhibit Number | Exhibit Description | Filed Herewith | Incorporated by Reference | | |
|----------------|---|----------------|---------------------------|---------------|---------------------|
| | | | Form | Period Ending | Exhibit Filing Date |
| 4.6 | Third Supplemental Indenture for 2.500% Notes due 2016, 4.000% Notes due 2021, and 5.300% Notes due 2041, dated as of February 8, 2011, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.2 2/8/11 |
| 4.7 | Fourth Supplemental Indenture for 0.875% Notes due 2017, 2.125% Notes due 2022, and 3.500% Notes due 2042, dated as of November 7, 2012, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 11/7/12 |
| 4.8 | Fifth Supplemental Indenture for 2.625% Notes due 2033, dated as of May 2, 2013, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 5/1/13 |
| 4.9 | Sixth Supplemental Indenture for 1.000% Notes due 2018, 2.375% Notes due 2023, and 3.750% Notes due 2043, dated as of May 2, 2013, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.2 5/1/13 |
| 4.10 | Seventh Supplemental Indenture for 2.125% Notes due 2021 and 3.125% Notes due 2028, dated as of December 6, 2013, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 12/6/13 |

| Exhibit Number | Exhibit Description | Filed Herewith | Incorporated by Reference | | |
|----------------|---|----------------|---------------------------|---------------|---------------------|
| | | | Form | Period Ending | Exhibit Filing Date |
| 4.11 | Eighth Supplemental Indenture for 1.625% Notes due 2018, 3.625% Notes due 2023, and 4.875% Notes due 2043, dated as of December 6, 2013, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.2 12/6/13 |
| 4.12 | Ninth Supplemental Indenture for 1.850% Notes due 2020, 2.375% Notes due 2022, 2.700% Notes due 2025, 3.500% Notes due 2035, 3.750% Notes due 2045, and 4.000% Notes due 2055, dated as of February 12, 2015, between Microsoft Corporation and U.S. Bank National Association, as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 2/12/15 |
| 4.13 | Tenth Supplemental Indenture for 1.300% Notes due 2018, 2.000% Notes due 2020, 2.650% Notes due 2022, 3.125% Notes due 2025, 4.200% Notes due 2035, 4.450% Notes due 2045, and 4.750% Notes due 2055, dated as of November 3, 2015, between Microsoft Corporation and U.S. Bank National Association, as Trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 11/3/15 |
| 4.14 | Eleventh Supplemental Indenture for 1.100% Notes due 2019, 1.550% Notes due 2021, 2.000% Notes due 2023, 2.400% Notes due 2026, 3.450% Notes due 2036, 3.700% Notes due 2046, and 3.950% Notes due 2056, dated as of August 8, 2016, between Microsoft Corporation and U.S. Bank, National Association, as trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee | | 8-K | | 4.1 8/5/16 |

| Exhibit Number | Exhibit Description | Filed Herewith | Incorporated by Reference | | | |
|----------------|--|----------------|---------------------------|---------------|---------|-------------|
| | | | Form | Period Ending | Exhibit | Filing Date |
| 4.15 | Twelfth Supplemental Indenture for 1.850% Notes due 2020, 2.400% Notes due 2022, 2.875% Notes due 2024, 3.300% Notes due 2027, 4.100% Notes due 2037, 4.250% Notes due 2047, and 4.500% Notes due 2057, dated as of February 6, 2017, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee, to the Indenture, dated as of May 18, 2009, between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee | | 8-K | | 4.1 | 2/3/17 |
| 4.16 | Description of Securities | X | | | | |
| 10.1* | Microsoft Corporation 2001 Stock Plan | | 10-Q | 9/30/16 | 10.1 | 10/20/16 |
| 10.4* | Microsoft Corporation Employee Stock Purchase Plan | | 10-K | 6/30/12 | 10.4 | 7/26/12 |
| 10.5* | Microsoft Corporation Deferred Compensation Plan | | 10-K | 6/30/18 | 10.5 | 8/3/18 |
| 10.6* | Microsoft Corporation 2017 Stock Plan | | DEF14A | | Annex C | 10/16/17 |
| 10.7* | Form of Stock Award Agreement Under the Microsoft Corporation 2017 Stock Plan | | 10-Q | 3/31/2018 | 10.26 | 4/26/18 |
| 10.8* | Form of Performance Stock Award Agreement Under the Microsoft Corporation 2017 Stock Plan | | 10-Q | 3/31/2018 | 10.27 | 4/26/18 |
| 10.12 | Amended and Restated Officers' Indemnification Trust Agreement between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee | | 10-Q | 9/30/16 | 10.12 | 10/20/16 |
| 10.13 | Form of Indemnification Agreement and Amended and Restated Directors' Indemnification Trust Agreement between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee | X | | | | |
| 10.14* | Microsoft Corporation Deferred Compensation Plan for Non-Employee Directors | | 10-Q | 12/31/17 | 10.14 | 1/31/18 |
| 10.15* | Microsoft Corporation Executive Incentive Plan | | 8-K | | 10.1 | 9/19/18 |
| 10.19* | Microsoft Corporation Executive Incentive Plan | | 10-Q | 9/30/16 | 10.17 | 10/20/16 |
| 10.20* | Form of Executive Incentive Plan (Executive Officer SAs) Stock Award Agreement under the Microsoft Corporation 2001 Stock Plan | | 10-Q | 9/30/16 | 10.18 | 10/20/16 |

| | | | | | | |
|---------|--|---|------|----------|-------|----------|
| 10.21* | Form of Executive Incentive Plan Performance Stock Award Agreement under the Microsoft Corporation 2001 Stock Plan | | 10-Q | 9/30/16 | 10.25 | 10/20/16 |
| 10.22* | Senior Executive Severance Benefit Plan | | 10-Q | 9/30/16 | 10.22 | 10/20/16 |
| 10.23* | Offer Letter, dated February 3, 2014, between Microsoft Corporation and Satya Nadella | | 8-K | | 10.1 | 2/4/14 |
| 10.24* | Long-Term Performance Stock Award Agreement between Microsoft Corporation and Satya Nadella | | 10-Q | 12/31/14 | 10.24 | 1/26/15 |
| 21 | Subsidiaries of Registrant | X | | | | |
| 23.1 | Consent of Independent Registered Public Accounting Firm | X | | | | |
| 31.1 | Certifications of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 | X | | | | |
| 31.2 | Certifications of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 | X | | | | |
| 32.1** | Certifications of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 | X | | | | |
| 32.2** | Certifications of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 | X | | | | |
| 101.INS | XBRL Instance Document | X | | | | |
| 101.SCH | XBRL Taxonomy Extension Schema | X | | | | |
| 101.CAL | XBRL Taxonomy Extension Calculation Linkbase | X | | | | |
| 101.DEF | XBRL Taxonomy Extension Definition Linkbase | X | | | | |
| 101.LAB | XBRL Taxonomy Extension Label Linkbase | X | | | | |
| 101.PRE | XBRL Taxonomy Extension Presentation Linkbase | X | | | | |

* Indicates a management contract or compensatory plan or arrangement.

** Furnished, not filed.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned; thereunto duly authorized, in the City of Redmond, State of Washington, on August 1, 2019.

MICROSOFT CORPORATION

/s/ FRANK H. BROD

Frank H. Brod

Corporate Vice President, Finance and Administration;
Chief Accounting Officer (Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Registrant and in the capacities indicated on August 1, 2019.

| <u>Signature</u> | <u>Title</u> |
|---|---|
| <u>/s/ JOHN W. THOMPSON</u> John W. Thompson | Chairman |
| <u>/s/ SATYA NADELLA</u> Satya Nadella | Director and Chief Executive Officer |
| <u>/s/ WILLIAM H. GATES III</u> William H. Gates III | Director |
| <u>/s/ REID HOFFMAN</u> Reid Hoffman | Director |
| <u>/s/ HUGH F. JOHNSTON</u> Hugh F. Johnston | Director |
| <u>/s/ TERI L. LIST-STOLL</u> Teri L. List-Stoll | Director |
| <u>/s/ CHARLES H. NOSKI</u> Charles H. Noski | Director |
| <u>/s/ HELMUT PANKE</u> Helmut Panke | Director |
| <u>/s/ SANDRA E. PETERSON</u> Sandra E. Peterson | Director |
| <u>/s/ PENNY S. PRITZKER</u> Penny S. Pritzker | Director |
| <u>/s/ CHARLES W. SCHARF</u> Charles W. Scharf | Director |
| <u>/s/ ARNE M. SORENSON</u> Arne M. Sorenson | Director |
| <u>/s/ JOHN W. STANTON</u> John W. Stanton | Director |
| <u>/s/ PADMASREE WARRIOR</u> Padmasree Warrior | Director |
| <u>/s/ AMY E. HOOD</u> Amy E. Hood | Executive Vice President and Chief Financial Officer (Principal Financial Officer) |
| <u>/s/ FRANK H. BROD</u> Frank H. Brod | Corporate Vice President, Finance and Administration; Chief Accounting Officer (Principal Accounting Officer) |

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

As of July 29, 2019, Microsoft Corporation has four classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): (1) our Common Stock; (2) our 2.125% Notes due 2021; (3) our 3.125% Notes due 2028; and (4) our 2.625% Notes due 2033.

Description of Common Stock

The following description of our Common Stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our Amended and Restated Articles of Incorporation (the "Articles of Incorporation") and our Amended and Restated Bylaws (the "Bylaws"), each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. We encourage you to read our Articles of Incorporation, our Bylaws and the applicable provisions of Washington Business Corporation Act, Title 23B of the Revised Code of Washington, for additional information.

Authorized Capital Shares

Our authorized capital shares consist of 24,000,000,000 shares of common stock, \$0.00000625 par value per share ("Common Stock"), and 100,000,000 shares of series preferred stock, \$0.01 par value per share ("Preferred Stock"). The outstanding shares of our Common Stock are fully paid and nonassessable.

Voting Rights

Holders of Common Stock are entitled to one vote per share on all matters voted on by the stockholders, including the election of directors. Our Common Stock does not have cumulative voting rights.

Dividend Rights

Subject to the rights of holders of outstanding shares of Preferred Stock, if any, the holders of Common Stock are entitled to receive dividends, if any, as may be declared from time to time by the Board of Directors in its discretion out of funds legally available for the payment of dividends.

Liquidation Rights

Subject to any preferential rights of outstanding shares of Preferred Stock, holders of Common Stock will share ratably in all assets legally available for distribution to our stockholders in the event of dissolution.

Other Rights and Preferences

Our Common Stock has no sinking fund or redemption provisions or preemptive, conversion or exchange rights. Holders of Common Stock may act by unanimous written consent.

Listing

The Common Stock is traded on The Nasdaq Stock Market LLC under the trading symbol "MSFT."

Description of the Notes

The following description of our 2.125% Notes due 2021 (the “2021 Notes”), our 3.125% Notes due 2028 (the “2028 Notes”), and our 2.625% Notes due 2033 (the “2033 Notes” and, together with the 2021 Notes and 2028 Notes, the “notes”), is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the indenture, dated as of May 18, 2009 (the “Base Indenture”), between Microsoft Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented in the cases of the 2021 Notes and 2028 Notes, by the seventh supplemental indenture, dated as of December 6, 2013, and, as supplemented in the case of the 2033 Notes, by the fifth supplemental indenture dated as of May 1, 2013 (the Base Indenture, as supplemented by the fifth and seventh supplemental indentures, the “indenture”), which are incorporated by reference as exhibits to the Annual Report on Form 10-K of which this Exhibit 4.1 is a part. The 2021 Notes, the 2028 Notes and the 2033 Notes are each traded on The New York Stock Exchange under the bond trading symbols of “MSFT21,” “MSFT28” and “MSFT33,” respectively.

We encourage you to read the above referenced indenture, as supplemented, for additional information.

General

The following is a description of certain of the specific terms and conditions of the indenture supplements with respect to each of the notes.

The 2033 Notes were initially issued in an €550,000,000 aggregate principal amount. The 2021 Notes were initially issued in an €1,750,000,000 aggregate principal amount. The 2028 Notes were initially issued in an €1,750,000,000 aggregate principal amount. We are permitted to issue additional notes of each series of notes without the consent of the holders of that series of notes, but we will not issue such additional notes unless they are fungible for U.S. federal income tax purposes with the relevant series of notes offered. As of July 29, 2019 no such additional notes have been issued.

The notes are senior unsecured obligations and rank equally with our other unsecured and unsubordinated debt from time to time outstanding.

The maturity date of the 2021 Notes is December 6, 2021. The maturity date of the 2028 Notes is December 6, 2028. The maturity date of the 2033 Notes is May 2, 2033.

The notes will be subject to legal defeasance and covenant defeasance as provided under the “Discharge, Defeasance and Covenant Defeasance” section set forth below.

The notes were issued in a form of one or more fully registered global securities, without coupons, in denominations of €100,000 in principal amount and integral multiples of €1,000 in excess thereof.

The notes are not redeemable at the option of the holder prior to maturity and will not benefit from any sinking fund.

Interest and Principal

The 2021 Notes and 2028 Notes each bear interest from December 6, 2013 at a fixed interest rate of 2.125% and 3.125% per annum, respectively. The 2033 Notes bear interest from May 2, 2013 at a fixed interest rate of 2.625% per annum. Interest is paid annually on December 6 for the 2021 Notes and 2028 Notes and on May 2 for the 2033 Notes, and on the maturity date of each series of notes (the “interest payment date”). We will pay interest on the notes to the persons in whose names the notes are registered at the close of business on the May 1 or December 5 or May 1, as applicable (in each case, whether or not a business day) immediately preceding the related interest payment date. Interest on the notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the notes (or the original issue date if no interest has been paid or duly provided for on the notes), to but excluding the next date on which interest is paid or duly provided for. This payment convention is referred to as Actual/Actual (ICMA) as defined in the rulebook of the International Capital Market Association.

We will pay the principal of and interest on each note to the registered holder in euro in immediately available funds; *provided* that for the 2021 Notes and 2028 Notes, if the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the notes will be made in U.S. dollars until the euro is again available to us or so used. The amount

payable on any date in euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second business day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in The Wall Street Journal on or prior to the second business day prior to the relevant payment date. Any payment in respect of the notes so made in U.S. dollars will not constitute an event of default under the notes or the indenture governing the notes. So long as the notes are in book-entry form, we will make payments of principal and interest through the London paying agent described below.

Interest payable on any interest payment date for a series of notes or the maturity date for that series of notes will be the amount of interest accrued from, and including, the next preceding interest payment date for such notes in respect of which interest has been paid or duly provided for (or from and including the original issue date, if no interest has been paid or duly provided for with respect to the notes of that series) to, but excluding, such interest payment date or maturity date, as the case may be. If any interest payment date falls on a day that is not a business day, the interest payment will be made on the next succeeding business day, and we will not be liable for any additional interest as a result of the delay in payment. If a maturity date falls on a day that is not a business day, the related payment of principal and interest will be made on the next succeeding business day, and no interest will accrue on the amounts so payable for the period from and after such date to the next succeeding business day. The term "business day" means any day, other than a Saturday or a Sunday, (1) which is not a day on which banking institutions are authorized or obligated by law or executive order to close in New York City or London and (2) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the TARGET2 system), or any successor thereto, is open.

Optional Redemption

At any time prior to September 6, 2021, we will have the right at our option to redeem the 2021 Notes, in whole or in part, at any time or from time to time, on at least 30 days' but not more than 60 days' prior notice mailed to the registered address of each holder of the 2021 Notes, at a redemption price, calculated by us, equal to the greater of (1) 100% of the principal amount of the 2021 Notes to be redeemed and (2) the sum of the present values of each remaining scheduled payment of principal and interest on the 2021 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on an annual basis (Actual/Actual (ICMA)) at the applicable Bond Rate plus 15 basis points.

At any time prior to September 6, 2028, we will have the right at our option to redeem the 2028 Notes, in whole or in part, at any time or from time to time, on at least 30 days' but not more than 60 days' prior notice mailed to the registered address of each holder of the 2028 Notes, at a redemption price, calculated by us, equal to the greater of (1) 100% of the principal amount of the 2028 Notes to be redeemed and (2) the sum of the present values of each remaining scheduled payment of principal and interest on the 2028 Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on an annual basis (Actual/Actual (ICMA)) at the applicable Bond Rate plus 20 basis points.

At any time prior to February 2, 2033, we will have the right at our option to redeem the notes, in whole or in part, at any time or from time to time, on at least 30 days' but not more than 60 days' prior notice mailed to the registered address of each holder of the notes, at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed and (2) the sum of the present values of each remaining scheduled payment of principal and interest on the notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on an annual basis (Actual/Actual (ICMA)) at the applicable Bond Rate plus 12.5 basis points.

At any time on or after September 6, 2021, we will have the right at our option to redeem the 2021 Notes, in whole or in part, on at least 30 days' but not more than 60 days' notice, at any time at a redemption price equal to 100% of the principal amount of the 2021 Notes to be redeemed.

At any time on or after September 6, 2028, we will have the right at our option to redeem the 2028 Notes, in whole or in part, on at least 30 days' but not more than 60 days' notice, at any time at a redemption price equal to 100% of the principal amount of the 2028 Notes to be redeemed.

At any time on or after February 2, 2033, we will have the right at our option to redeem the 2033 Notes, in whole or in part, on at least 30 days' but not more than 60 days' notice, at any time at a redemption price equal to 100% of the principal amount of the notes to be redeemed.

The redemption price for the notes will include, in each case, accrued and unpaid interest on the principal amount of the notes to be redeemed to the redemption date. The redemption price paid for the notes upon any such redemption will be paid in euro.

“Bond Rate” means, with respect to any redemption date, the rate per annum equal to the annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the applicable Comparable Government Issue (computed as of the third business day immediately preceding the redemption date), assuming a price for such Comparable Government Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Price for such redemption date.

“Comparable Government Issue” means the euro-denominated security issued by the German government selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the series of notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the notes of such series.

“Comparable Price” means, with respect to any redemption date (1) the arithmetic average of the Reference Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Dealer Quotations or (2) if we obtain fewer than four such Reference Dealer Quotations, the arithmetic average of all such quotations for such redemption date.

“Independent Investment Banker” means an investment bank of international standing appointed by us.

“Reference Dealer” means a broker of, or a market maker in, the Comparable Government Issue selected by the Independent Investment Banker.

“Reference Dealer Quotation” means, with respect to each Reference Dealer and any redemption date, the arithmetic average, as determined by us, of the bid and asked prices for the applicable Comparable Government Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such Reference Dealer at 11:00 a.m. (London time) on the third business day preceding such redemption date.

On and after a redemption date, interest will cease to accrue on the notes called for redemption or any portion of any series of the notes called for redemption (unless we default in the payment of the redemption price and accrued and unpaid interest). On or before the redemption date, we will deposit with the London paying agent money sufficient to pay the redemption price of and (unless the redemption date shall be an interest payment date) accrued and unpaid interest to the redemption date on the notes to be redeemed on such date. If less than all of the notes of a series are to be redeemed, the notes of such series to be redeemed will be selected by the trustee by such method as the trustee will deem fair and appropriate; *provided, however*, that no notes of a principal amount of €100,000 or less shall be redeemed in part.

Redemption Upon Tax Event

We may redeem the notes of any series at our option in whole, but not in part, on at least 15 days' but not more than 60 days' notice, at a redemption price equal to 100% of their principal amount (plus any accrued interest and additional amounts then payable with respect to the notes of that series), if we determine that (A) as a result of any change or amendment to the laws, treaties, regulations or rulings of the United States or any political subdivision or taxing authority thereof, which change or amendment is announced and becomes effective after the date of the applicable prospectus supplement, we have become obligated to pay additional amounts as described under “—Payment of Additional Amounts” on any notes of such series or (B) after the date of the applicable prospectus supplement, any change in the official application, enforcement or interpretation of those laws, treaties, regulations or rulings, including a holding by a court of competent jurisdiction in the United States or any other action, taken by any taxing authority or a court of competent jurisdiction in the United States, whether or not such action was taken or made with respect to us, results in a material probability that we have or will become obligated to pay additional amounts as described under “—Payment of Additional Amounts” on any notes of such series; *provided* that we determine, in our business judgment, that the obligation to pay such additional amounts cannot be avoided by use of reasonable measures available to us, not including substitution of the obligor under the notes of such series. Prior to the mailing of any notice of such a redemption, we will deliver to the trustee (1) an officer's certificate stating that we are entitled to effect such a redemption and setting forth a statement of facts showing that the conditions precedent to the right of our company to so redeem have occurred and (2) an opinion of counsel to that effect based on that statement of facts.

Payment of Additional Amounts

All payments of principal and interest in respect of the notes will be made free and clear of, and without deduction or withholding for or on account of any present or future taxes, duties, assessments or other governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United States or any political subdivision or taxing authority of or in the United States, unless such withholding or deduction is required by law.

We will pay to the beneficial owner of notes who is a Non-U.S. Person (as defined below) additional amounts as may be necessary so that every net payment of the principal of and premium, if any, and interest on such holder's note, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon that beneficial owner by the United States or any taxing authority thereof or therein, will not be less than the amount provided in such holder's notes to be then due and payable. We will not be required, however, to make any payment of additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that would not have been imposed but for (1) the existence of any present or former connection (other than a connection arising solely from the ownership of those notes or the receipt of payments in respect of those notes) between that beneficial owner, or between a fiduciary, settlor, beneficiary of, member or shareholder of, or possessor of a power over, that beneficial owner, if that beneficial owner is an estate, trust, partnership or corporation, and the United States, including that beneficial owner, or that fiduciary, settlor, beneficiary, member, shareholder or possessor, being or having been a citizen or resident or treated as a resident of the United States or being or having been engaged in trade or business or present in the United States or having had a permanent establishment in the United States or (2) the presentation of a debt security for payment on a date more than 30 days after the later of the date on which that payment becomes due and payable and the date on which payment is duly provided for;
 - (b) any estate, inheritance, gift, sales, transfer, excise, personal property, wealth, interest equalization or similar tax, assessment or other governmental charge;
 - (c) any tax, assessment or other governmental charge imposed on foreign personal holding company income or by reason of that beneficial owner's past or present status as a passive foreign investment company, a controlled foreign corporation, a foreign tax exempt organization or a personal holding company with respect to the United States or as a corporation that accumulates earnings to avoid U.S. federal income tax;
 - (d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payment of principal of or premium, if any, or interest on such holder's notes;
 - (e) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of and premium, if any, or interest on any note if that payment can be made without withholding by any other paying agent;
 - (f) any tax, assessment or other governmental charge which would not have been imposed but for the failure of a beneficial owner or any holder of notes to comply with our request to comply with certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with the United States of the beneficial owner or any holder of the notes (including, but not limited to, the requirement to provide Internal Revenue Service Forms W-8BEN, Forms W-8ECI, or any subsequent versions thereof or successor thereto, and including, without limitation, any documentation requirement under an applicable income tax treaty);
 - (g) any tax, assessment or other governmental charge imposed on interest received by (1) a 10% shareholder (as defined in Section 871(h)(3)(B) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and the regulations that may be promulgated thereunder) of our company or (2) a controlled foreign corporation that is related to us within the meaning of Section 864(d)(4) of the Code, or (3) a bank receiving interest described in Section 881(c)(3)(A) of the Code;
 - (h) any withholding or deduction that is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC relating to the taxation of savings, or any law implementing or complying with, or introduced in order to conform to, such Directive;
 - (i) with respect to the 2021 Notes and 2028 notes, any taxes payable under Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections), any regulations or other guidance thereunder, or any agreement (including any intergovernmental agreement) entered into in connection therewith; or
 - (j) any combination of items (a), (b), (c), (d), (e), (f), (g), (h) and (i);
-

nor will we pay any additional amounts to any beneficial owner or holder of notes who is a fiduciary or partnership to the extent that a beneficiary or settlor with respect to that fiduciary or a member of that partnership or a beneficial owner thereof would not have been entitled to the payment of those additional amounts had that beneficiary, settlor, member or beneficial owner been the beneficial owner of those notes.

As used in the preceding paragraph, "Non-U.S. Person" means any corporation, partnership, individual or fiduciary that is, for United States federal income tax purposes, a foreign corporation, a non-resident alien individual who has not made a valid election to be treated as a United States resident, a non-resident fiduciary of a foreign estate or trust or a foreign partnership, one or more of the members of which is, as to the United States, a foreign corporation, a non-resident alien individual or a non-resident fiduciary of a foreign estate or trust.

Book-Entry and Settlement

Each series of notes was issued in the form of one or more global securities, in definitive, fully registered form without interest coupons, each of which we refer to as a "global security." Each such global security was deposited with The Bank of New York Mellon, as common depository (the "Common Depository") and registered in the name of the Common Depository or its nominee.

Beneficial interests in the global securities are represented, and transfers of such beneficial interest was effected, through accounts of financial institutions acting on behalf of beneficial owners as direct or indirect participants in Clearstream Banking, *société anonyme*, which we refer to as "Clearstream," or Euroclear Bank SA/ NV, as operator of the Euroclear System, which we refer to as "Euroclear." Investors may hold notes directly through Clearstream or Euroclear, if they are participants in such systems, or indirectly through organizations that are participants in such systems.

Beneficial interests in the global securities will be shown on, and transfers of beneficial interests in the global securities are made only through, records maintained by Clearstream or Euroclear and their participants. The London paying agent will wire payments on the notes to the Common Depository as the holder of the global securities. The trustee, the London paying agent and we will treat the Common Depository or any successor nominee to the Common Depository as the owner of the global securities for all purposes. Accordingly, the trustee, the London paying agent and we will have no direct responsibility or liability to pay amounts due with respect to the global securities to you or any other beneficial owners in the global securities. Any redemption or other notices with respect to the notes will be sent by us directly to Clearstream or Euroclear, which will, in turn, inform the direct participants (or the indirect participants), which will then contact you as a beneficial holder, all in accordance with the rules of Clearstream or Euroclear, as the case may be, and the internal procedures of the direct participant (or the indirect participant) through which beneficial interest in the notes are held.

Certificated Notes

Subject to certain conditions, the notes represented by the global securities are exchangeable for certificated notes in definitive form of like tenor in minimum denominations of €100,000 principal amount and integral multiples of €1,000 in excess thereof if:

- (1) the Common Depository notifies us that it is unwilling or unable to continue as depository or if the Common Depository ceases to be eligible under the indenture and we do not appoint a successor depository within 90 days;
- (2) we determine that the notes will no longer be represented by global securities and execute and deliver to the trustee an order to that effect; or
- (3) an event of default with respect to the notes will have occurred and be continuing.

Any note that is exchangeable as above is exchangeable for certificated notes issuable in authorized denominations and registered in such names as the Common Depository shall direct. Subject to the foregoing, a global security is not exchangeable, except for a global security of the same aggregate denomination to be registered in the name of the Common Depository or its nominee.

Trustee, Paying Agents and Security Registrar

The Bank of New York Mellon Trust Company, N.A. is the trustee under the indenture governing the notes. The Bank of New York Mellon Trust Company, N.A. is a national banking association organized under and governed by the laws of the United States of America, and provides trust services and acts as indenture trustee for numerous corporate securities issuances, including for other series of debt securities of which we are the issuer. The Bank of New York Mellon, London Branch, is the paying agent for the notes in London.

Base Indenture Provisions:

Governing Law

The indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York.

Consolidation, Merger and Sale of Assets

The indenture provides that we may consolidate with or merge with or into any other person, and may sell, transfer, or lease or convey all or substantially all of our properties and assets to another person; provided that the following conditions are satisfied:

- we are the continuing entity, or the resulting, surviving or transferee person (the "Successor") is a person organized and existing under the laws of the United States of America, any state thereof or the District of Columbia and the Successor (if not us) will expressly assume, by supplemental indenture, all of our obligations under the debt securities and the indenture and, for each security that by its terms provides for conversion, provide for the right to convert such security in accordance with its terms;
- immediately after giving effect to such transaction, no default or event of default under the indenture has occurred and is continuing; and
- if requested, the trustee receives from us, an officers' certificate and an opinion of counsel that the merger, consolidation or transfer and such supplemental indenture, as the case may be, complies with the applicable provisions of the indenture.

If we consolidate or merge with or into any other person or sell, transfer, lease or convey all or substantially all of our properties and assets in accordance with the indenture, the Successor will be substituted for us in the indenture, with the same effect as if it had been an original party to the indenture. As a result, the Successor may exercise our rights and powers under the indenture, and we will be released from all our liabilities and obligations under the indenture and under the debt securities.

Any substitution of the Successor for us might be deemed for federal income tax purposes to be an exchange of the debt securities for "new" debt securities, resulting in recognition of gain or loss for such purposes and possibly certain other adverse tax consequences to beneficial owners of the debt securities. Holders should consult their own tax advisors regarding the tax consequences of any such substitution.

For purposes of this covenant, "person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

Events of Default

Each of the following events are defined in the indenture as an "event of default" (whatever the reason for such event of default and whether or not it will be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) with respect to the debt securities of any series:

- (1) default in the payment of any installment of interest on any debt securities of that series for 30 days after becoming due;
 - (2) default in the payment of principal of or premium, if any, on any debt securities of that series when it becomes due and payable at its stated maturity, upon optional redemption, upon declaration or otherwise;
 - (3) default in the deposit of any sinking fund payment, when and as due by the terms of any debt securities of that series;
 - (4) default in the performance, or breach, of any covenant or agreement of ours in the indenture with respect to the debt securities of that series (other than as referred to in clause (1), (2) or (3) above), which continues for a period of 90 days after written notice to us by the trustee or to us and the trustee by the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series;
-

(5) we pursuant to or within the meaning of the Bankruptcy Law:

- commence a voluntary case or proceeding;
- consent to the entry of an order for relief against us in an involuntary case or proceeding;
- consent to the appointment of a Custodian of us or for all or substantially all of our property;
- make a general assignment for the benefit of our creditors;
- file a petition in bankruptcy or answer or consent seeking reorganization or relief;
- consent to the filing of such petition or the appointment of or taking possession by a Custodian; or
- take any comparable action under any foreign laws relating to insolvency;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

- is for relief against us in an involuntary case, or adjudicates us insolvent or bankrupt;
- appoints a Custodian of us or for all or substantially all of our property; or
- orders the winding-up or liquidation of us (or any similar relief is granted under any foreign laws);

and the order or decree remains unstayed and in effect for 90 days; or

(7) any other event of default provided with respect to debt securities of that series occurs.

“Bankruptcy Law” means Title 11, United States Code or any similar federal or state or foreign law for the relief of debtors.

“Custodian” means any custodian, receiver, trustee, assignee, liquidator or other similar official under any Bankruptcy Law.

If an event of default with respect to debt securities of any series (other than an event of default relating to certain events of bankruptcy, insolvency, or reorganization of us) occurs and is continuing, the trustee by notice to us, or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series by notice to us and the trustee, may, and the trustee at the request of these holders will, declare the principal of and premium, if any, and accrued and unpaid interest on all the debt securities of that series to be due and payable. Upon such a declaration, such principal, premium and accrued and unpaid interest will be due and payable immediately. If an event of default relating to certain events of bankruptcy, insolvency, or reorganization of us occurs and is continuing, the principal of and premium, if any, and accrued and unpaid interest on the debt securities of that series will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holders.

The holders of not less than a majority in aggregate principal amount of the outstanding debt securities of any series may rescind a declaration of acceleration and its consequences, if we have deposited certain sums with the trustee and all events of default with respect to the debt securities of that series, other than the non-payment of the principal or interest which have become due solely by such acceleration, have been cured or waived, as provided in the indenture.

An event of default for a particular series of debt securities does not necessarily constitute an event of default for any other series of debt securities issued under the indenture.

We are required to furnish the trustee annually a statement by certain of our officers to the effect that, to the best of their knowledge, we are not in default in the fulfillment of any of our obligations under the indenture or, if there has been a default in the fulfillment of any such obligation, specifying each such default.

No holder of any debt securities of any series will have any right to institute any judicial or other proceeding with respect to the indenture, or for the appointment of a receiver or trustee, or for any other remedy unless:

(1) an event of default has occurred and is continuing and such holder has given the trustee prior written notice of such continuing event of default with respect to the debt securities of that series;

(2) the holders of not less than 25% of the aggregate principal amount of the outstanding debt securities of that series have requested the trustee to institute proceedings in respect of such event of default;

(3) the trustee has been offered indemnity reasonably satisfactory to it against its costs, expenses and liabilities in complying with such request;

(4) the trustee has failed to institute proceedings 60 days after the receipt of such notice, request and offer of indemnity; and

(5) no direction inconsistent with such written request has been given for 60 days by the holders of a majority in aggregate principal amount of the outstanding debt securities of that series.

The holders of a majority in aggregate principal amount of outstanding debt securities of a series will have the right, subject to certain limitations, to direct the time, method and place of conducting any proceeding for any remedy available to the trustee with respect to the debt securities of that series or exercising any trust or power conferred to the trustee, and to waive certain defaults. The indenture provides that if an event of default occurs and is continuing, the trustee will exercise such of its rights and powers under the indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any of the holders of the debt securities of a series unless they will have offered to the trustee security or indemnity satisfactory to the trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request.

Notwithstanding the foregoing, the holder of any debt security will have an absolute and unconditional right to receive payment of the principal of and premium, if any, and interest on that debt security on or after the due dates expressed in that debt security and to institute suit for the enforcement of payment.

Discharge, Defeasance and Covenant Defeasance

We may discharge certain obligations to holders of the debt securities of a series that have not already been delivered to the trustee for cancellation and that either have become due and payable or will become due and payable within one year (or scheduled for redemption within one year) by depositing with the trustee, in trust, money in an amount sufficient to pay the entire indebtedness including the principal and premium, if any, and interest to the date of such deposit (if the debt securities have become due and payable) or to the maturity thereof or the redemption date of the debt securities of that series, as the case may be. We may direct the trustee to invest such funds in U.S. Treasury securities with a maturity of one year or less or in a money market fund that invests solely in short-term U.S. Treasury securities.

The indenture provides that we may elect either (1) to defease and be discharged from any and all obligations with respect to the debt securities of a series (except for, among other things, obligations to register the transfer or exchange of the debt securities, to replace temporary or mutilated, destroyed, lost or stolen debt securities, to maintain an office or agency with respect to the debt securities and to hold moneys for payment in trust) ("legal defeasance") or (2) to be released from our obligations to comply with the restrictive covenants under the indenture, and any omission to comply with such obligations will not constitute a default or an event of default with respect to the debt securities of a series and clauses (4) and (7) under "—Events of Default" will no longer be applied ("covenant defeasance"). Legal defeasance or covenant defeasance, as the case may be, will be conditioned upon, among other things, the irrevocable deposit by us with the trustee, in trust, of an amount, or U.S. government obligations, or both, applicable to the debt securities of that series which through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient to pay the principal or premium, if any, and interest on the debt securities on the scheduled due dates therefor.

If we effect covenant defeasance with respect to the debt securities of any series, the amount, or U.S. government obligations, or both, on deposit with the trustee will be sufficient, in the opinion of a nationally recognized firm of independent accountants, to pay amounts due on the debt securities of that series at the time of the stated maturity but may not be sufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from such event of default. However, we would remain liable to make payment of such amounts due at the time of acceleration.

We have elected pursuant to Section 1301 of the indenture, to have both Section 1302 (legal defeasance) and Section 1303 (covenant defeasance) of the indenture apply to the all of the notes.

With respect to the 2021 Notes and 2028 Notes, "U.S. government obligation" means (I)(x) any security which is (i) a direct obligation of the United States of America for the payment of which the full faith and credit of the United States of America is pledged or (ii) an obligation of a Person (as defined in the indenture) controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case

(I)(x)(i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) any depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any U.S. government obligation which is specified in clause (x) above and held by such bank for the account of the holder of such depositary receipt, or with respect to any specific payment of principal of or interest on any U.S. government obligation which is so specified and held; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. government obligation or the specific payment of principal or interest evidenced by such depositary receipt or (II)(x) any security which is (i) a direct obligation of the German Government (as defined in the indenture) or (ii) an obligation of a Person (as defined in the indenture) controlled or supervised by and acting as an agency or instrumentality of the German Government (as defined in the indenture) the payment of which is fully and unconditionally guaranteed by the German Government (as defined in the indenture), the central bank of the German Government (as defined in the indenture) or a governmental agency of the German Government (as defined in the indenture), which, in either case (II)(x)(i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) certificates, depositary receipts or other instruments which evidence a direct ownership interest in obligations described in clause (II)(x)(i) or (ii) above or in any specific principal or interest payments due in respect thereof.

With respect to the 2033 Notes, "U.S. government obligation" means (x) any security which is (i) a direct obligation of the United States of America for the payment of which the full faith and credit of the United States of America is pledged or (ii) an obligation of a Person (as defined in the indenture) controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case (i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) any depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act")) as custodian with respect to any U.S. government obligation which is specified in clause (x) above and held by such bank for the account of the holder of such depositary receipt, or with respect to any specific payment of principal of or interest on any U.S. government obligation which is so specified and held; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. government obligation or the specific payment of principal or interest evidenced by such depositary receipt.

We will be required to deliver to the trustee an opinion of counsel that the deposit and related defeasance will not cause the holders and beneficial owners of the debt securities of that series to recognize income, gain or loss for federal income tax purposes. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect.

We may exercise our legal defeasance option notwithstanding our prior exercise of our covenant defeasance option.

INDEMNIFICATION AGREEMENT

This Agreement is made this ___ day of _____, 20___, by and between Microsoft Corporation, a Washington corporation (the "Company") and _____ ("Indemnitee"), a director of the Company and Charles H. Noski (the "Beneficiaries' Representative"), and is effective as of the date that Indemnitee first became a director and/or executive officer of the Company.

WHEREAS, there is a general awareness that competent and experienced persons are becoming more reluctant to serve as directors or executive officers of publicly-held corporations unless they are protected by comprehensive policies of insurance or indemnification, due to the increasing number of lawsuits against such corporations and their directors and officers, the attendant expense of defending against such lawsuits, and the exposure of such directors and officers to unreasonably high damages;

WHEREAS, present laws and interpretations are frequently too uncertain to provide such officers and directors with adequate, reliable knowledge of the legal risks to which they may be exposed as a result of serving the corporation;

WHEREAS, the Board of Directors has concluded that its directors and executive officers should be provided with protection against such risks in order to insure that the most capable persons will be attracted to such positions; and, therefore, has determined to contractually obligate itself to indemnify in a reasonable manner its directors and executive officers and to assume for itself the liability for expenses and damages in connection with claims lodged against its directors and executive officers as a result of their service to the Company;

WHEREAS, applicable law empowers corporations to indemnify persons serving as a director, officer, employee, or agent of the corporation or a person who serves at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, and further empowers a corporation to purchase and maintain insurance (on behalf of such persons) against liability which may be asserted against Indemnitee or incurred by Indemnitee in any such capacity, or arising out of Indemnitee's status as such, whether or not the corporation would have the power to indemnify against such liability under the provisions of said laws;

WHEREAS, the Board of Directors has concluded that, due to the high cost and other negative features of the coverage under presently available directors' and officers' liability insurance, at this time it would not be in the best interest of its shareholders for the Company to purchase and maintain such insurance in the amounts customarily held by similar corporations and that its shareholders' interest would be better served by contracting to indemnify its executive officers and directors thereby reasonably self-insuring against such potential liabilities;

WHEREAS, the Company desires to have Indemnitee serve or continue to serve as a director or executive officer of the Company free from undue concern for damages by reason of Indemnitee being a director and/or executive officer of the Company or by reason of his or her decision or actions on its behalf, and Indemnitee is willing to serve, or to continue to serve, only if he or she is furnished the indemnity provided for hereinafter in one or more of such capacities; and

WHEREAS, the parties believe it appropriate to memorialize and reaffirm the Company's indemnification obligations to Indemnitee and, in addition, to set forth the agreements contained herein.

NOW, THEREFORE, in consideration of the promises, conditions, representations, and warranties set forth herein, including the Indemnitee's continued service to the Company, the Company and Indemnitee hereby agree as follows:

1. Definitions. The following terms, as used herein, shall have the following respective meanings:

“Beneficiary” or “Beneficiaries” means an officer or director of the Company who qualifies as a Beneficiary under Section 1.1 of the Trust Agreement.

“Beneficiaries’ Representative” means a non-employee director of the Company, or other individual selected in accordance with the procedures set forth in Section 1.4 of the Trust Agreement.

“Board of Directors” means the board of directors of Microsoft Corporation.

“Claim or Claims” includes without limitation any threatened, pending, or completed action, suit, or proceeding whether civil, derivative, criminal, administrative, investigative, or otherwise, and includes any Claims by or in the right of the Company.

“Covered Amount” means Loss and Expenses which, in type or amount, are not insured under any D&O Insurance.

“Covered Act” means any act or omission (including without limitation any breach of duty, neglect, error, misstatement, misleading statement, or otherwise, or appearing as or preparing to be a witness) by Indemnitee, and any Claim against Indemnitee, by reason of the fact that Indemnitee is or was a director or officer of the Company, or of any subsidiary or division, or is or was serving at the request of the Company as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.

“D&O Insurance” means any directors’ and officers’ liability insurance issued to the Company the proceeds of which are available for, and are tendered to, the Indemnitee.

“Determination” means a determination, based on the facts known at the time, made by:

- (i) A majority vote of a quorum of disinterested directors; or
- (ii) Independent legal counsel in a written opinion prepared at the request of a majority of a quorum of disinterested directors; or
- (iii) A majority of the disinterested shareholders of the Company; or
- (iv) A final order by a court of competent jurisdiction from which there is no further right of appeal.

“Determined” shall have a correlative meaning.

“Excluded Claim” means any payment for Losses or Expenses in connection with any Claim the payment of which is Ultimately Determined to be prohibited by the Washington Business Corporation Act, public policy, or other applicable law (including binding regulations and orders of, and undertakings or other commitments with, any governmental entity or agency) as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment).

“Expenses” means any reasonable expenses incurred by Indemnitee as a result of a Claim or Claims made against him for Covered Acts including, without limitation, counsel fees and costs of investigative, judicial, or administrative proceedings and any appeals.

“Fines” shall include any fine, penalty or, with respect to an employee benefit plan, any excise tax or penalty assessed with respect thereto.

“Loss” means any amount which Indemnitee is legally obligated to pay as a result of any Claim or Claims made against him or her for Covered Acts including, without limitation, Fines, damages, judgments, and sums paid in settlement of any Claim or Claims.

“Trust Agreement” shall mean the Trust established between the Company and The Bank of New York Mellon Trust Company, N.A., successor-in-interest to BNY Western Trust Company (“Trustee”) attached as Exhibit A.

“Ultimate Determination” means the method of Determination set forth in clause (i), (ii), or (iii) of the above definition of Determination as selected by the Company, except that a final order from which there is no further right of appeal in any action in which Indemnitee seeks indemnification shall constitute the Ultimate Determination of the Indemnitee’s right to indemnification from the Company. “Ultimately Determined” shall have a correlative meaning.

2. Indemnification. The Company agrees to indemnify and defend Indemnitee and hold him or her harmless from and against any and all Losses and Expenses subject, in each case, to the further provisions of this Agreement.

3. Excluded Coverage. The Company shall have no obligation to indemnify Indemnitee for and hold him or her harmless from any Loss or Expense which has been Ultimately Determined to constitute an Excluded Claim or to the extent that Indemnitee has received the proceeds of D&O Insurance or to the extent that Indemnitee has otherwise been indemnified.

4. Indemnification Procedures.

4.1 Notice. Promptly after receipt by Indemnitee of notice of the commencement of or the threat of commencement of any Claim, Indemnitee shall, if Indemnitee intends to seek indemnification with respect thereto from the Company under this Agreement, promptly notify the Company and the Beneficiaries’ Representative of the commencement thereof and shall keep the Company generally informed of, and consult with the Company with respect to, the status of any such Claim.

4.2 D&O Insurance Applicable. If, at the time of the receipt of such notice, the Company has D&O Insurance in effect, the Company shall give prompt notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in the respective policies in favor of Indemnitee. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all Losses and Expenses payable as a result of such Claim in accordance with the terms of such policies.

4.3 Advances of Expenses. The Company agrees to pay the Expenses of any such Claim in advance of the final disposition thereof to the extent payment for such Expenses is not promptly received from D&O Insurance or any other source of indemnity. The Company, if appropriate, shall be entitled to assume the defense of any Claim, with counsel satisfactory to Indemnitee, upon the delivery to Indemnitee of written notice of its election to assume the defense. After delivery of such notice and so long as the Company continues such defense, the Company will not be liable to Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by the Indemnitee in connection with such defense other than Expenses of investigation and any out-of-pocket personal expenses incurred in preparing for and participating in the Claim. Indemnitee shall have the right to employ his or her counsel in any such Claim but the fees and expenses of such counsel incurred after delivery of notice from the Company of its assumption of such defense shall be at the Indemnitee’s expense provided that if (i) the employment of counsel by Indemnitee has been previously authorized by the Company, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or (iii) the Company shall not, in fact, have employed counsel which has assumed and continues the defense of such action, the fees and expenses of counsel shall be at the expense of the Company.

4.4 Payment of Expenses. All payments on account of the Company's indemnification obligations under this Agreement shall be made within sixty (60) days of Indemnitee's written request therefor unless an Ultimate Determination is made that the claims giving rise to Indemnitee's request are Excluded Claims or otherwise not payable under this Agreement, provided that all payments on account of the Company's obligations under Section 4.3 of this Agreement prior to the final disposition of any Claim shall be made within twenty (20) days of Indemnitee's written request therefor and such obligation shall not be subject to any such Ultimate Determination but shall be subject to this Agreement.

4.5 Indemnitee's Obligation to Reimburse. Indemnitee agrees that he will reimburse the Company for all Losses and Expenses paid by the Company, or any Trustee of a Trust created by the Company, in connection with any Claim against Indemnitee in the event and only to the extent that an Ultimate Determination shall have been made that the Indemnitee is not entitled to be indemnified by the Company for such Expenses because the claim is an Excluded Claim or because Indemnitee is otherwise not entitled to payment under this Agreement.

5. Settlement. The Company shall have no obligation to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Claim effected without the Company's prior written consent except to the extent it is Ultimately Determined that such settlement is reasonable and in good faith. The Company shall not settle any claim in any manner which would impose any Fine or any obligation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee shall unreasonably withhold their consent to any proposed settlement.

6. Partial Indemnification. If Indemnitee is entitled under any provisions of this Agreement to indemnification by the Company for some or a portion of Expenses and Losses but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses and Losses to which Indemnitee is entitled.

7. Enforcement.

7.1 Burden of Proof. Indemnitee's right to indemnification shall be enforceable by Indemnitee in any court of competent jurisdiction and shall be enforceable notwithstanding any adverse Determination (pursuant to clauses (i), (ii) or (iii) but not (iv) of the definition of Determination in Section 1). In any action in which Indemnitee seeks indemnification, the Company shall have the burden of proving that indemnification is not required under this Agreement. The termination of any Claim by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Enforcement Expenses. In the event that any action is instituted in which Indemnitee or the Beneficiaries' Representative seeks indemnification of Indemnitee under this Agreement, or to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid all costs and expenses, including reasonable attorneys' fees and costs, incurred by Indemnitee with respect to such action, unless the court determines that such action was not brought in good faith or was frivolous.

8. Severability. In the event that any provision of this Agreement is determined by a court to require the Company to do or to fail to do an act which is in violation of applicable law, such provision shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, such provision and the balance of this Agreement shall be enforceable in accordance with their terms.

9. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

10. Successors and Assigns. This Agreement shall be (i) binding upon all successors and assigns of the company (including any transferee of all or substantially all of its assets and any successor by merger or otherwise by operation of law) and of the Beneficiaries' Representative and (ii) shall be binding on and inure to the benefit of the spouses, heirs, personal representatives, and estate of Indemnitee. The Company shall not effect any sale of substantially all of its assets, merger, consolidation, or other reorganization unless the surviving entity agrees in writing to assume all the obligations of the Company under this Agreement and to indemnify Indemnitee and advance Expenses in accordance with this Agreement.

11. Amendment. No amendment, modification, termination, or cancellation of this Agreement shall be effective unless made in a writing signed by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall such waiver constitute a continuing waiver.

12. Deposit in Trust. The Company has created a Trust (the "Trust") for the benefit of the Indemnitee and others (collectively, including Indemnitee, the "Beneficiaries") in the form of Exhibit A (the "Trust Agreement"). Indemnitee is specifically acknowledged as a third party beneficiary of the Trust Agreement, and therefore, in addition to Indemnitee's rights under this Agreement and any applicable insurance policy, Indemnitee shall also have the right to receive indemnification from the Trust in accordance with the terms of this Agreement and of the Trust Agreement. The Company agrees to fund and maintain the Trust Fund in accordance with the procedures set forth in Article II of the Trust Agreement and to discharge all its other obligations pursuant to the Trust Agreement.

13. Procedure for Making Demand. Indemnitee shall first make demand upon the Company in accordance with the Indemnification Procedures of Section 4 to honor its indemnity obligation under this Agreement. If the Company shall fail to indemnify on a timely basis, the Beneficiary shall deliver a certificate to the Beneficiaries' Representative setting forth the information required pursuant to section 2.7 of the Trust Agreement. Indemnitee shall not be required to institute a lawsuit or take other actions against the Company or any insurer to recover the unpaid amount prior to the Beneficiaries' Representative making a demand and receiving payment from the Trustee on his or her behalf.

14. Duties and Responsibilities of Beneficiaries' Representative. The Beneficiaries' Representative (and any successor Beneficiaries' Representative) shall have the following affirmative duties and responsibilities:

14.1 To demand deposits from the Company so as to maintain the Minimum Balance and make any Additional Contribution as required by sections 2.3 and 2.4 of the Trust Agreement;

14.2 To demand payments by the Trustee to Indemnitee, upon demand by Indemnitee where, in the good faith judgment of the Beneficiaries' Representative, the Indemnitee has satisfied the conditions for indemnification as set forth in this Agreement and the Trust Agreement;

14.3 To generally cause the Company and Trustee to discharge their respective responsibilities under this Agreement and the Trust Agreement, including the bringing of legal actions and proceedings to enforce such Agreement.

15. Other Indemnity. The provisions in this Agreement are granted pursuant to the intended to be nonexclusive of indemnity Company's articles of incorporation, bylaws, other agreements, vote of shareholders or disinterested directors, or otherwise. All applicable indemnity shall be interpreted and applied so as to provide Indemnitee with the broadest but nonduplicative indemnity to which he or she is entitled.

16. Communications. All notices, consents, or other communications required or contemplated by this Agreement shall be in writing and shall be deemed to have been given when delivered either by (a) personal delivery, (b) overnight courier, or (c) postage prepaid return receipt requested certified mail to the last address given to the Trustee by each respective Beneficiary. Notice by personal delivery shall be effective upon the date service is made, and notice by certified mail or overnight courier shall be effective on the date it is recorded as delivered by the U.S. Postal Service or the overnight courier, respectively.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

MICROSOFT CORPORATION

By _____
Secretary

By _____
President

_____, Indemnitee

Indemnitee's Address:

CHARLES H. NOSKI,
Beneficiaries' Representative

AMENDED AND RESTATED

DIRECTORS' INDEMNIFICATION TRUST AGREEMENT

This AMENDED AND RESTATED DIRECTORS' INDEMNIFICATION TRUST AGREEMENT (this "**Trust**" or this "**Agreement**") between MICROSOFT CORPORATION, a Washington corporation ("**Grantor**"), and The Bank of New York Mellon Trust Company, N.A. the "**Trustee**"), whose address is 400 South Hope Street, Suite 500, Los Angeles, California 90071, and, as an additional party, Charles H. Noski (the "**Beneficiaries' Representative**") shall be effective as of the date of the receipt of the last Beneficiary consent necessary to constitute the consent of a majority of the living Beneficiaries (the "**Effective Date**").

RECITALS

A. Grantor initially established the directors' indemnification trust by an agreement dated as of June 30, 2003 (the "**Original Trust Agreement**") to be a source of indemnification for Grantor's Directors who are eligible for such indemnification as stated in this Trust as it is in effect from time to time.

B. Grantor and Beneficiaries of this Trust adopted an amendment to the Original Agreement in November 2006, and further amended and restated the Trust in July of 2010 (the "**Amended and Restated 2003 Indemnification Trust Agreement**").

C. Grantor has determined, after due diligence, that it has and will continue to derive substantial economic benefits from this Trust, including from economic terms that are more favorable to Grantor than obtaining protection for its Directors through the current director insurance market.

D. Grantor's Articles of Incorporation (the "**Articles**") provide for mandatory indemnification of Grantor's Directors to the maximum extent provided by law, and as such, this Trust is not an exclusive source of indemnification for such Directors.

E. Grantor has determined that continuation and further amendment of this Trust is necessary in order for Grantor to attract and retain the most qualified persons to serve as Directors.

F. Grantor and the Beneficiaries under the Amended and Restated 2003 Indemnification Trust Agreement wish to amend certain provisions in that trust agreement and to restate in its entirety the Amended and Restated 2003 Indemnification Trust Agreement and replace it with this amended and restated Agreement. Grantor's Board of Directors has acted by resolution adopted March 15, 2016 to amend and restate the Amended and Restated 2003 Indemnification Trust Agreement effective as of the Effective Date. The terms of the Amended and Restated 2003 Indemnification Trust Agreement shall continue to govern the Trust until the Effective Date.

G. Except as otherwise noted, the capitalized terms have the meaning ascribed to them in the body of this Agreement.

AGREEMENT

NOW, THEREFORE, as of the Effective Date, Grantor and the Trustee acknowledge that the funds held under the Amended and Restated 2003 Indemnification Trust Agreement shall be held in trust under this Agreement and the Trustee accepts the trust created hereby and agrees that it will hold all property which it may receive or hold hereunder specifically including the Minimum Balance as defined in Section 4.2 at the Effective Date, together with the additional funds, as custodian IN TRUST, for the purposes and upon the terms and conditions hereinafter stated, and Grantor, the Trustee and the Beneficiaries' Representative agree as follows:

**ARTICLE 1
DEFINITIONS**

“Act” means the Washington Business Corporation Act RCW 23B or succession legislation.

“Additional Contributions” is defined in Section 4.4.

“Adverse Determination” is defined in Section 4.12.

“Agreement” is defined in the Preamble.

“Amended and Restated 2003 Indemnification Trust Agreement” is defined in Section B of the Recitals.

“Articles” is defined in Section D of the Recitals.

“Beneficiary” and **“Beneficiaries”** are defined in Section 3.1.

“Beneficiaries’ Representative” is defined in the Preamble.

“Board of Directors” means the board of directors of Microsoft Corporation as constituted from time to time.

“Business Day” means any day, excluding Saturday, Sunday and any day on which banking institutions located in Los Angeles, California or Seattle, Washington are authorized by applicable law to be closed.

“Cash” means (a) currency of the United States, and (b) certificates of deposit or time deposits having, in each case, a tenor of not more than six (6) months, issued by any U.S. commercial bank or any branch or agency of a non-U.S. bank licensed to conduct business in the U.S. having combined capital and surplus of not less than \$250,000,000 (including the Trustee and its affiliates).

“Change of Control” is defined in Section 3.1.

“Claim” or **“Claims”** includes, without limitation, any threatened, pending, or completed action, suit, or proceeding, whether civil, derivative, criminal, administrative, investigative, or otherwise, initiated by a person other than the Beneficiary (including any Claims by or in the right of Grantor), unless the Claim was initiated by the Beneficiary in good faith to establish or enforce a right to indemnification under the Articles, this Trust or applicable statute.

“Collateral” is defined in Section 4.12.

“Covered Act” means any act or omission (including, without limitation, any alleged breach of duty, neglect, error, misstatement, misleading statement, or otherwise, or appearing as or preparing to be a witness) by a Beneficiary, and any Claim against such Beneficiary, by reason of the fact that that Beneficiary is or was a director of Grantor, or of any subsidiary or division, or is or was serving at the request of Grantor as a director, officer, partner, trustee, fiduciary, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

“Corporate Securities” means US dollar denominated senior debt obligations that are obligations (whether direct or by virtue of guarantees) of corporations organized in the United States whose long-term, unsecured, unsubordinated debt securities are rated at least “A” (or its equivalent successor rating) in the case of Standard & Poor’s Ratings Group or “A2” (or its equivalent successor rating) in the case of Moody’s Investors Service, Inc.

“Demand” is defined in Section 4.7.1.

“**Director**” means a current, past or future member of the Board of Directors.

“**Effective Date**” is defined in the Preamble.

“**Eligible Securities**” means Cash, Treasury Securities, Government Securities, Municipal Securities, Corporate Securities, Money Market Funds and Other Eligible Securities. All Eligible Securities must be in a form suitable for delivery and retransfer, and must be capable of being priced by recognized third-party dealers.

“**Excluded Claim**” means any payment for Losses or Expenses in connection with any Claim the payment of which is Ultimately Determined to be prohibited by the Act, public policy, or other applicable law (including binding regulations and orders of, and undertakings or other commitments with, any governmental entity or agency) as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits Grantor to provide broader indemnification rights than said law permitted Grantor to provide prior to such amendment). For the avoidance of doubt, a “**knowing violation of law**” means a conscious, intentional and deliberate act or failure to act (a) that is a material breach of applicable law, (b) that is done with actual knowledge that such act or failure to act is a material breach of applicable law, (c) that is done with the intent that such act or failure to act will be a material breach of applicable law, (d) that is done with actual knowledge that such act or failure to act will inflict material harm on Grantor, (e) that is done with the intent that such act or failure to act will inflict material harm on Grantor, and (f) that such act or failure to act does inflict such material harm on Grantor. For the avoidance of doubt, “**intentional misconduct**” means a conscious, intentional and deliberate act or failure to act (a) that is done with actual knowledge that such misconduct will inflict material harm on Grantor, (b) that is done with the intent to inflict material harm on Grantor, and (c) that such misconduct does inflict such material harm on Grantor.

“**Expenses**” means any reasonable expenses incurred by Beneficiary as a result of a Claim or Claims made against him or her for Covered Acts including, without limitation, counsel fees and costs of investigative, judicial, or administrative proceedings and any appeals.

“**Fines**” shall include any fine, penalty or, with respect to an employee benefit plan, any excise tax, or penalty assessed with respect thereto.

“**Government Securities**” means bonds, notes, debentures, obligations or other evidence of indebtedness issued and/or guaranteed by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association, including mortgage participation certificates, mortgage pass-through certificates and other mortgage-backed securities, but excluding collateralized mortgage obligations and mortgage-related securities representing payments of interest only or principal only and REMIC securities and CMBS (commercial mortgage backed securities).

“**Grantor**” is defined in the Preamble.

“**Loss**” means any amount which a Beneficiary is legally obligated to pay as a result of any Claim or Claims made against him or her for Covered Acts including, without limitation, Fines, damages, judgments, costs of defense of any Claims and sums paid in settlement of any Claim or Claims, specifically including fees of plaintiff’s counsel.

“**Minimum Balance**” is defined in Section 4.2.

“**Money Market Funds**” means money market funds rated “AAAm” or “AAAm-G” by Standard & Poor’s Rating Service, including funds for which the Trustee or its affiliates provide investment advisory or other management services.

“Municipal Securities” means senior and unsubordinated debt obligations that are obligations (whether direct or by virtue of guarantees) of U.S. state or municipal issuers whose long-term, unsecured, unsubordinated, debt securities are rated at least “A” (or its equivalent successor rating) in the case of Standard & Poor’s Ratings Group or “A2” (or its equivalent successor rating) in the case of Moody’s Investors Service, Inc., excluding “A” or “A2” rated debt securities of housing and hospital issuers and municipal funds and partnerships where the rating is not based upon the rating of a third-party credit enhancer of such securities.

“Officer” means any employee of Grantor elected, designated or appointed by the Board of Directors as an officer at a level “corporate vice president” or higher as of July 1, 2009 and from time to time thereafter.

“Original Trust Agreement” is defined in Section A of the Recitals.

“Other Eligible Securities” means securities other than Cash, Corporate Securities, Treasury Securities, Government Securities, Money Market Funds and Municipal Securities mutually agreed upon in writing by the Beneficiaries’ Representative and Grantor.

“Treasury Securities” means securities issued or guaranteed by the United States government, including United States Department of the Treasury obligations and any other obligations the timely payment of principal and interest of which is fully and unconditionally guaranteed by the United States government.

“Trust” is defined in the Preamble.

“Trust Fund” is defined in Section 4.1.

“Trustee” is defined in the Preamble.

“UCC” is defined in Section 4.12.3.

“Ultimate Determination” means a final order from which there is no further right of appeal in any action in which a Beneficiary seeks indemnification. Such an order shall constitute the Ultimate Determination of the Beneficiary’s right to indemnification from Grantor. **“Ultimately Determined”** shall have a correlative meaning.

ARTICLE 2 PRIOR COVERED ACTS AND CLAIMS

2.1 Indemnification for Covered Acts. The Beneficiaries under this Trust shall be indemnified for any Losses, Expenses or Fines that result from a Claim based on a Covered Act asserted while this Trust is in effect without regard to whether the Covered Act occurred on, before or after the establishment of this Trust. Rights to coverage as a Beneficiary under this Agreement shall be deemed to vest with and upon such person’s election as a Director. If a Beneficiary of this Trust was also a “Beneficiary” of the Original Trust and/or the Amended and Restated 2003 Indemnification Trust Agreement because such person was or is a Director prior to the Effective Date, such person shall be covered by this Trust as a Beneficiary under this Trust as well for “Covered Acts” as defined herein that occurred prior to the Effective Date.

2.2 Nonexclusive Remedy. The rights of Beneficiaries to indemnification from this Trust are limited to the assets of the Trust, but this does not limit any Beneficiary’s rights, if any, to indemnification (without duplication) from Grantor, or other Grantor arrangements or obligations, including but not limited to any applicable insurance coverage.

**ARTICLE 3
THE BENEFICIARIES AND THE
BENEFICIARIES' REPRESENTATIVE**

3.1 The Beneficiaries. All present and future Directors and all "Beneficiaries" of the Original Trust Agreement and/or the Amended and Restated 2003 Indemnification Trust Agreement who were "Beneficiaries" of such trusts as Directors shall be "**Beneficiaries**" of this Trust (and each a "**Beneficiary**"), *provided, however*, that if there is a Change in Control of Grantor, no directors elected or appointed after or in connection with such Change in Control shall be entitled to be Beneficiaries who were not Beneficiaries prior to such Change in Control. For purposes of this Agreement, "**Change of Control**" shall mean (a) a tender offer or exchange offer in which the purpose of such offer is to take over and control Grantor and such offer is accepted by owners of securities of Grantor representing 50% or more of the combined voting power of Grantor's then outstanding voting securities, (b) Grantor is merged or consolidated with another corporation and as a result of such merger or consolidation less than 50% of the outstanding voting securities of the surviving or resulting corporation shall then be owned in the aggregate by the former shareholders of Grantor, (c) Grantor transfers substantially all of its assets to another corporation which is not a wholly-owned subsidiary of Grantor, or (d) during any period of twelve (12) consecutive months, individuals who at the beginning of such twelve (12) month period were directors of Grantor cease for any reason to constitute at least a majority of Grantor's Board of Directors. The Beneficiaries' Representative shall promptly notify the Trustee in writing of a Change in Control. Any Beneficiary shall remain a Beneficiary despite his or her resignation, removal, or other failure to continue to be a member of Grantor's Board of Directors during the term of this Agreement. A person whose conduct gives rise to a right of indemnification both as a member of the Board of Directors and as an Officer of Grantor, shall be a Beneficiary hereunder as to all such conduct without being required to separate his or her activities between the role of Director and the role of Officer.

3.2 New Beneficiaries. If prior to a Change in Control an individual is duly elected to the Board of Directors, Grantor agrees to notify the Trustee and the Beneficiaries' Representative promptly of such election or appointment; *provided, however*, Grantor's failure to so notify the Trustee and the Beneficiaries' Representative shall not affect in any way an individual Director's rights as a Beneficiary under this Trust. The Trustee and the Beneficiaries' Representative shall have the right to rely on the accuracy and completeness of any statement provided to it by Grantor's Secretary, Assistant Secretary or Chief Executive Officer as to the Beneficiary status of any individual.

3.3 Beneficiaries' Representative. Except as expressly provided elsewhere in this Agreement, all communications or demands made by and among the Trustee and the Beneficiaries are to be made through the individual then designated as the Beneficiaries' Representative. The Beneficiaries' Representative shall have the exclusive right to convey Demands from time to time on the Trustee to direct payment to one or more of the Beneficiaries.

3.4 Identity of Beneficiaries' Representative. The Beneficiaries' Representative shall be a Beneficiary who is a present or past nonemployee Director of Grantor, designated in writing to the Trustee and Grantor from time to time by a majority of the current nonemployee Directors who are Beneficiaries under this Agreement. For this purpose, a Director who has not been employed by Grantor during the current calendar year and the preceding three (3) years shall be regarded as a nonemployee Director. The Trustee and Grantor shall be entitled to rely on the original appointment of that individual as the Beneficiaries' Representative unless notified in writing of a change in the Beneficiaries' Representative by a writing signed by the former Beneficiaries' Representative. A Beneficiary shall be deemed to have consented to such change in Beneficiaries' Representative if such Beneficiary is provided with notice of such change in accordance with Section 8.6 and does not provide written notice of objection to the change within ten (10) days. The Trustee shall be entitled to rely on such subsequent appointment as of the date the writing is received by the Trustee. The Trustee shall be entitled to rely on the accuracy and completeness of a written list delivered to the Trustee by Grantor, and certified by the Secretary of Grantor to be accurate and to have been prepared in good faith, identifying the individuals who constitute the present nonemployee Directors who are Beneficiaries under this Agreement. In the absence of an effective appointment of a Beneficiaries' Representative, the Trustee or any Beneficiary may, after ten (10) days'

written notice to all Beneficiaries and Grantor, petition a court of competent jurisdiction at the expense of the Trust for appointment of a Beneficiaries' Representative who need not be a Beneficiary (if none are willing or able to serve), but shall in no event be an Officer or Director elected or appointed after a Change in Control who was not a Beneficiary prior to such Change in Control. The designation or appointment of a successor Beneficiaries' Representative shall become effective only upon the execution of a counterpart of this Agreement whereby the successor Beneficiaries' Representative shall assume and become bound by all the duties and responsibilities of a Beneficiaries' Representative under this Agreement.

3.5 Right of Beneficiaries to Receive Payments. Subject to court order to the contrary, the rights of the Beneficiaries to make a Demand and receive distributions from the Trustee shall not be affected or diminished in any way by the existence of any dispute between one or more Beneficiaries and Grantor or anyone acting on behalf of Grantor in a derivative or representative capacity, and the Trustee in making distributions from the Trust Fund shall be entitled to rely upon the simple Demand of a Beneficiary, as conveyed by the Beneficiaries' Representative pursuant to Section 4.7. Such distributions shall be made notwithstanding any notice or demand by or on behalf of Grantor or anyone acting on behalf of Grantor in a derivative or representative capacity that the distributions should not be made, whether based on Grantor's claim that any Beneficiary is not entitled to some or all of the amount of such distributions or otherwise. The Trustee shall have no responsibility or liability to Grantor for making any payment despite having received any such notice or demand by or on behalf of Grantor. The Trustee shall have no responsibility to inquire into the accuracy or truthfulness of any such notice or demand, whether from Grantor or the Beneficiaries' Representative.

ARTICLE 4 THE TRUST FUND

4.1 Trust Fund; Grantor Trust. The Trustee shall hold all property received by it as custodian in Trust hereunder as one fund which, together with the income and gains therefrom and additions thereto, shall constitute the "**Trust Fund**." The Trust is intended to be a grantor trust within the meaning of Section 671 of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly. The Trust Fund shall not be paid to Grantor or any trustee in bankruptcy of Grantor, shall be held separate and apart from other funds of Grantor, and shall be used exclusively for the purposes set forth herein.

4.2 Minimum Balance. The Trustee shall continue to hold the amount in the Trust Fund immediately prior to the date of execution of this Agreement as part of the Minimum Balance under this Agreement. Grantor shall transfer as of the effective date of this Agreement an additional sum sufficient to cause the total balance held by the Trustee to equal \$50,000,000 which thereafter shall be the "**Minimum Balance**," to be held in trust, for the stated uses and purposes in accordance with the terms of this Agreement. Nothing contained herein shall preclude Grantor from making additional transfers of funds from time to time to the Trustee, whether required under the terms of this Agreement or not, to be held in trust as part of the Trust Fund. If Grantor makes additional transfers of funds to the Trust Fund, such additional transfers shall be deemed an increase of the Minimum Balance and **Exhibit A** shall be automatically amended without further action by the parties to this Agreement. Grantor and the Beneficiaries' Representative shall periodically, but no less than every third anniversary of this Agreement, review the adequacy of the Minimum Balance.

4.3 Maintenance of Minimum Balance. The Trustee agrees to provide monthly reports to Grantor and the Beneficiaries' Representative showing the current fair market value of the Trust Fund. If any such report shows that the current fair market value of the Trust Fund is less than the Minimum Balance, then within ten (10) days after such report, Grantor agrees to deliver cash funds to the Trustee equal to the difference between the fair market value of the Trust Fund and the Minimum Balance so that the Trust balance is at least equal to the Minimum Balance. Notwithstanding the foregoing, Grantor shall have no obligation to make payments to the Trustee in excess of \$400,000,000 (including the Minimum Balance at the Effective Date and the additional funds contributed following execution of this Agreement) under or with respect to this Agreement.

4.4 Additional Contributions. Subject to the aggregate limitation of \$400,000,000 set forth in Section 4.3, Grantor agrees to make additional contributions (“**Additional Contributions**”) to the Trust Fund within ten (10) days after receipt of a written request from the Beneficiaries’ Representative certifying in good faith that Claims have or are reasonably expected to be asserted against Beneficiaries and that estimated Losses and Expenses for all pending, threatened or anticipated Claims against all Beneficiaries are reasonably expected to exceed the then Trust Fund balance. A copy of the written certification shall be provided to the Trustee at the same time and in the same manner as it is provided to Grantor. The written certification shall be accompanied by an opinion of independent counsel to the effect that, based on the information made known to such counsel, (a) the Claims do not appear to be Excluded Claims and (b) the amount requested seems reasonable in the circumstances noted above. Independent counsel shall be selected by the Beneficiaries’ Representative and shall have no present or past professional relationship to the Beneficiaries who are the subject of the Claims.

4.5 Excess Balance. If at any time the fair market value of the Trust Fund shall exceed the Minimum Balance, plus any additional contributions which continue to be required pursuant to Section 4.4, Grantor shall be entitled to withdraw an amount equal to the excess over the said sum upon thirty (30) days’ advance written notice to the Beneficiaries’ Representative.

4.6 Direction of Investment. Notwithstanding anything contained in this Agreement to the contrary, Grantor retains the right to direct the investment of the Trust Fund and the Trustee shall have no duty to review or recommend investments; *provided, however*, that Grantor shall only direct the Trustee to invest the Trust Fund in Eligible Securities in accordance with Grantor’s current cash-management policies. If Grantor instructs the Trustee to invest in securities other than in Cash, Government Securities, Municipal Securities, Corporate Securities, Money Market Funds or Treasury Securities, such instruction shall be accompanied by the written consent of the Beneficiaries’ Representative as to the investment(s) in such Other Eligible Securities. If for any reason Grantor shall fail to direct the Trustee pursuant to written instructions as to how to invest the Trust Fund (including the consent of the Beneficiaries’ Representative if the proposed investment is in other than Eligible Securities), the Trustee shall invest the Trust Fund in accordance with the last instruction received. In the event the Trustee is required to make a distribution pursuant to Section 4.7 at a time when the Trust Fund has insufficient cash to cover such distribution, the Trustee shall promptly notify the Grantor. The Grantor shall then direct the Trustee as to which Trust investments to liquidate in order to cover the required distribution; if Grantor does not respond to the Trustee’s inquiry within two (2) Business Days the Trustee shall liquidate investments in the order specified in **Exhibit B**. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Agreement. Grantor and the Beneficiaries’ Representative acknowledge that regulations of the Comptroller of the Currency grant the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, Grantor and the Beneficiaries’ Representative specifically waive compliance with 12 CFR 12 and hereby notify the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

4.7 Distributions from Trust Fund.

4.7.1 Duties of Beneficiary. A Beneficiary making a demand for indemnity shall certify in each demand regarding a Claim for a Covered Act (a “**Demand**”) delivered to the Beneficiaries’ Representative that (a) he or she is entitled to payment of at least the amount demanded, (b) no part of the Demand is an Excluded Claim or is precluded by the Act or applicable successor statute, (c) the Beneficiary will repay to the Trust any amounts paid or applied to or for the use of such Beneficiary in the event of an Ultimate Determination that such payments are Excluded Claims or precluded by the Act, or in the event the Beneficiary receives payment for the same Claim from another source, (d) a request to Grantor for indemnification has remained unsatisfied for twenty (20) days and that no part of the amount then being demanded from the Trust Fund has previously been received from Grantor, and (e) he or she has complied with any applicable requirements of Grantor’s Articles and policy with respect to indemnification, if any, with respect to the Demand.

4.7.2 **Duties of Beneficiaries' Representative.** The Beneficiaries' Representative shall convey a Beneficiary's Demand to the Trustee. Along with the conveyance of such Demand to the Trustee, the Beneficiaries' Representative shall submit, in a writing signed by the Beneficiaries' Representative, a statement (a) that the Demand is being made pursuant to the Articles and this Agreement, as each such may be amended or restated from time to time, provided that any such amendment shall be given effect under this Agreement only to the extent that the amendment provides broader indemnification rights than existed prior to such amendment, (b) that the Demand is for satisfaction of indemnification obligations, (c) that the Demand is being made by a Beneficiary, (d) that specifies the amounts being demanded by the Beneficiary, and (e) that he or she is not aware of any facts or conditions that would make indemnification pursuant to this Agreement invalid, *provided, however*, that the Beneficiaries' Representative has no duty to independently investigate the validity of a Demand.

4.7.3 **Duties of Trustee.** The Trustee shall deliver a copy of each Demand to Grantor as promptly as reasonably possible. A copy of the Beneficiaries' Representative's statement also shall be delivered to Grantor. As soon as practicable after any such Demand is conveyed by the Beneficiaries' Representative, subject to the provisions of Section 3.5, the Trustee shall distribute funds to the Beneficiary specified in such Demand in the amount and manner set forth therein. If the Trustee does not have sufficient funds to satisfy all pending Demands of Beneficiaries in full, the Trustee shall make all reasonable efforts to make pro rata payments, less any amounts due the Trustee, to the Beneficiaries as specified by the Beneficiaries' Representative. If and to the extent the Trust Fund is replenished, the Trustee shall continue to make pro rata distributions, less any amounts due the Trustee, until the Demand is satisfied or to satisfy subsequent Demands.

4.8 **Taxes.** Grantor agrees to pay any and all taxes on the Trust Fund or the income thereof which the Beneficiaries or the Trustee otherwise would be required to pay with respect to the interest of any person or persons therein, and to provide the Trustee and the Beneficiaries' Representative with proof of payment. This does not include any taxes payable upon an indemnification payment distribution from the Trust if the same would be taxable to the recipient Beneficiary under applicable law.

4.9 **Duties and Responsibilities of Beneficiaries' Representative.** The Beneficiaries' Representative (and any successor Beneficiaries' Representative) shall have the following affirmative duties and responsibilities:

4.9.1 To demand deposits from Grantor so as to maintain the Minimum Balance of the Trust in accordance with Section 3.3 and any Additional Contributions required by Section 3.4;

4.9.2 To demand payment by the Trustee to a Beneficiary who has made a Demand and who, in the good faith judgment of the Beneficiaries' Representative, has satisfied the conditions for indemnification as set forth in this Agreement and the Articles, *provided, however*, that the Beneficiaries' Representative has no duty to independently investigate the validity of a Demand; and

4.9.3 To use commercially reasonable efforts to cause Grantor and the Trustee to discharge their respective responsibilities under this Agreement and the responsibilities of Grantor under the Articles, including the bringing of legal actions and proceedings to enforce such agreement.

4.10 **Investment Powers of the Trustee.** Subject to Grantor's rights pursuant to Section 4.6 to direct investment of the Trust Fund, the Trustee shall have those powers provided under Washington law with respect to any property at any time held by it and constituting part of the Trust Fund.

4.11 **Administrative Powers of Trustee.** Subject to Grantor's right pursuant to Section 4.6 to direct investment of the Trust Fund in Eligible Securities, the Trustee shall have the power to do any of the following:

4.11.1 To cause any investment to be registered and held in the name of one or more of its nominees, or one or more nominees of any system for the central handling of securities, without increase or decrease of liability;

4.11.2 To collect and receive any and all money and other property due to the Trust Fund and to give full discharge therefor;

4.11.3 To hold uninvested, without liability for interest thereon, such monies received by the Trustee as the Trustee considers necessary to meet anticipated and imminent disbursements.

4.12 Adverse Determination. In the event the trust arrangement created hereby is deemed to be invalid or ineffective as a trust by a court of competent jurisdiction, whether in connection with the bankruptcy of one of the parties hereto or otherwise (an "**Adverse Determination**"), then the parties agree that the nature of their relationship shall be Grantor as debtor, the Trustee as securities intermediary and the Beneficiaries' Representative as secured party for the benefit of the Beneficiaries. To that end, and to secure the obligation of Grantor to indemnify Beneficiaries, Grantor hereby grants the Beneficiaries' Representative for the benefit of the Beneficiaries a continuing security interest in, and pledges all rights, title and interest in and to, the following (for purposes of this Section 4.12, the "**Collateral**"):

4.12.1 The Trust account and the Trust Fund, and any certificates or instruments representing or evidencing the Trust Fund, and all cash, investment property, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise issued, distributed or distributable in respect of or in exchange for any or all of the Trust Fund;

4.12.2 All other investment property and other property hereafter issued, delivered or deliverable to Trustee in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, investment property, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise issued, distributed or distributable after the date hereof in respect of or in exchange for any or all thereof; and

4.12.3 All proceeds of all of the foregoing.

Grantor and, at the direction of the Beneficiaries' Representative, the Trustee shall execute such other documents and instruments as the Beneficiaries' Representative reasonably may require from time to time to perfect and protect the first priority security interest of the Beneficiaries' Representative on behalf of the Beneficiaries in the Collateral. In the event of an Adverse Determination, the Beneficiaries' Representative shall have and shall be deemed to have had all the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code ("**UCC**") and may exercise any of the rights and remedies available to the Beneficiaries' Representative under the UCC as in effect from time to time in the State of Washington or otherwise available to the Beneficiaries' Representative, including, without limitation, sale, assignment or other disposal of the Collateral in exchange for cash or credit. Grantor agrees that a Demand is also a notice of disposition under Section 9-611 of the UCC and that five (5) Business Days is reasonable notice if notice of a disposition is required under Section 9-611 of the UCC. Furthermore, Grantor agrees that any Beneficiary may be the purchaser of the Collateral consisting of Cash, Corporate Securities, Government Securities or Municipal Securities at a private sale without notice because the Collateral is of a type sold on a recognized market or the subject of widely distributed standard price quotations. The Beneficiaries' Representative shall provide the Trustee with an Adverse Determination notice as soon as practicable, although failure to provide such notice shall not affect the rights or obligations of the parties to this Trust, except that a Beneficiary shall not take any action with respect to the Trustee as securities intermediary until such notice is provided. Except for the amounts due to the Trustee pursuant to Section 7.3, the Trustee waives any right of set-off, banker's lien or other lien or claim it may have to the Collateral.

Grantor covenants and agrees that it shall not pledge, assign, hypothecate or transfer its interest in the Trust account or the Trust Fund. Grantor further covenants and agrees that it shall not so direct the Trustee, and the Trustee agrees that it will not acknowledge or agree to any such pledge, assignment, hypothecation or transfer.

**ARTICLE 5
RESIGNATION, REMOVAL, OR DEATH OF TRUSTEE**

5.1 Resignation of Trustee. The Trustee may resign at any time by delivering its written resignation to Grantor and the Beneficiaries' Representative. Such resignation shall take effect sixty (60) days from the date of delivery or upon appointment of a successor pursuant to Section 5.3, whichever shall first occur.

5.2 Removal of Trustee. Grantor and the Beneficiaries' Representative may remove the Trustee at any time by delivering to the Trustee a written notice of its removal and the appointment of a successor pursuant to Section 5.3.

5.3 Appointment of Successor Trustee.

5.3.1 Removal of the Trustee and the appointment of a successor Trustee shall take effect sixty (60) days following delivery to the Trustee of (a) an instrument in writing removing the Trustee and appointing such successor, executed by Grantor and accompanied by an instrument in writing signed by the Beneficiaries' Representative certifying that a majority of the current non-employee Directors who are Beneficiaries agree to such removal and appointment, and (b) an acceptance in writing, executed by such successor, both acknowledged in the same form as this Agreement. The Trustee may agree to an earlier effective date. In the event of the merger, sale or dissolution of the Trustee, a successor trustee shall be appointed by Grantor (which successor trustee may be in Grantor's sole discretion the acquiring party or successor entity in the case of sale or merger of the Trustee) with the approval of the Beneficiaries' Representative, which approval shall not be unreasonably withheld, and a writing to such effect and an acceptance in writing, as referred to above, shall be delivered to the Trustee. In order to qualify to serve as Trustee, any successor trustee must, at a minimum: (i) be authorized under state or federal law to exercise corporate trust powers, (ii) have a combined capital and surplus of at least \$250,000,000, and (iii) be subject to supervision or examination by federal or state authority.

5.3.2 All of the provisions set forth herein with respect to the Trustee shall relate to each successor with the same force and effect as if such successor had been originally named as the Trustee under this Trust.

5.3.3 If a successor is not appointed within sixty (60) days after the Trustee gives notice of its resignation pursuant to Section 4.1, or within sixty (60) days after the Trustee's death or dissolution, the Trustee or the Beneficiaries' Representative may apply to any court of competent jurisdiction at the expense of the Trust for appointment of a successor.

5.4 Transfer of Fund to Successor. Upon appointment of a successor trustee as set forth above, the Trustee shall transfer and deliver the Trust Fund to such successor with authority to retain only reasonable reserves pending settlement of its final account as provided in Section 7.4.

**ARTICLE 6
DURATION, TERMINATION, AND AMENDMENT OF TRUST**

6.1 Term.

6.1.1 The term of this Trust shall be for a period extending from the effective date of the Original Trust Agreement until June 30, 2025, unless extended or terminated according to the terms of this Trust. This Trust may be terminated by consent of a majority of the Board of Directors and a majority of the then living Beneficiaries; *provided, however*, no such termination shall be effective (a) following a Change of Control, or (b) so as to reduce indemnification otherwise available to a Beneficiary of this Trust for any Demand then existing and still pending or with respect to any later asserted Demand arising out of a Covered Act occurring before the effective date of such termination. Expiration or termination of this Trust shall operate prospectively only, so that all provisions of this Agreement shall remain in full force and effect as to any Demand asserted prior to the effective date of expiration or termination relating to a Covered Act

that occurs prior to the effective date of expiration or termination. Grantor and the Beneficiaries' Representative shall notify the Trustee of termination of the Trust by, with respect to Grantor, an instrument in writing executed by Grantor together with a certified copy of the resolution of the Board of Directors authorizing such termination and, with respect to the Beneficiaries' Representative, written evidence of the consent of a majority of the then living Beneficiaries. Termination by consent of Grantor and majority of the then living Beneficiaries shall be effective on the later to occur of (i) Grantor's board resolution and (ii) receipt by the Beneficiaries' Representative of written consents from a majority of the then living Beneficiaries.

6.1.2 Grantor and the Beneficiaries' Representative (jointly or separately) as applicable shall provide the Trustee and the Beneficiaries and their successors in interest with written notice of expiration at least thirty (30) days prior to the expiration date.

6.1.3 In the event of a proposed termination prior to the expiration of the term of this Trust, Beneficiaries may assert a Demand if, in such Beneficiaries' good faith judgment, there is a reasonable likelihood that following such proposed termination, a Claim will be asserted arising out of a Covered Act that occurred before the effective date of such termination. If so made, such Demand(s) shall be treated as a then existing and still pending Demand hereunder.

6.2 Distribution Upon Termination. When this Trust expires or is terminated in accordance with Section 6.1, the Trustee shall distribute the Trust Fund to Grantor less any full and adequate provision or reserves for any distributions to be made pursuant to any outstanding Demands under Sections 4.7 and 6.1.3 and any deductions authorized or required by Section 7.3.

6.3 Amendment of Trust Instrument.

6.3.1 Except in the event of a Change of Control, this Trust may be amended by consent of a majority of the then current Board of Directors and the Trustee, *provided, however*, no such amendment shall be effective (a) following a Change of Control, or (b) so as to reduce indemnification or advancement of expenses otherwise available to a Beneficiary of this Trust for any Claim then existing and still pending or with respect to any later asserted Claim arising out of a Covered Act occurring before the effective date of such amendment and *provided further*, that approval of the Trustee shall only be required if the proposed amendment affects in any way the Trustee's rights or duties under this Agreement. If the Trust is amended without the consent of the Trustee as permitted above, Grantor shall deliver notice of amendment to the Trustee or its successor in interest thirty (30) days prior to the proposed effective date of the amendment by an instrument in writing executed by Grantor and the Beneficiaries' Representative, together with a certified copy of the resolution of Grantor's Board of Directors authorizing such amendment. Grantor shall send a copy of such notice to each individual Beneficiary or his or her successors in interest.

6.3.2 In the event of a proposed amendment of this Trust, a Beneficiary may assert a Demand if, in the Beneficiary's good faith judgment, there is a reasonable likelihood that following such proposed amendment, a Claim will be asserted arising out of a Covered Act that occurred before the effective date of such amendment and that will be affected by such amendment. If so made, such Demand(s) shall be treated as a then existing and still pending Demand hereunder.

**ARTICLE 7
RIGHTS AND OBLIGATIONS OF THE TRUSTEE**

7.1 Duties of Trustee. The duties and liabilities of the Trustee shall at all times be limited to those expressly stated in this Agreement. The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustee shall not be liable for any loss sustained by the Trust Fund by reason of the purchase, retention, sale, or exchange or any investment made in good faith and in accordance with Grantor's written directions and the provisions of this Agreement.

7.2 Indemnification of Trustee. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder, or taken or omitted by it in accordance with advice of counsel (which counsel may be of the Trustee's own choosing and which may be house counsel of the Trustee), and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by willful misconduct or gross negligence. Grantor agrees to indemnify the Trustee and hold it harmless against any and all liabilities, losses, claims, expenses (including reasonable attorneys' fees) and damages incurred by it hereunder, except for liabilities, losses, claims, expenses, and damages incurred by the Trustee resulting from its own willful misconduct or gross negligence.

7.3 Expenses and Compensation. The Trustee shall pay from the Trust Fund, to the extent not paid by Grantor, the Trustee's reasonable expenses of administration of the Trust, including reasonable compensation of counsel (including house counsel) and any agents engaged by the Trustee to assist it in such administration. Grantor shall pay the Trustee reasonable compensation for its services as Trustee hereunder and the Trustee shall have a lien on the Trust Fund for such compensation and expenses until paid.

7.4 Accounts of Trustees. The Trustee shall keep full accounts of all of its receipts and disbursements. Its financial statements, books, and records with respect to the Trust Fund shall be open to inspection by Grantor or the Beneficiaries' Representative or their representatives at all reasonable times during business hours of the Trustee and may be audited not more frequently than once in each fiscal year by an independent certified public accountant engaged by the Beneficiaries' Representative. Within ninety (90) days after the close of each fiscal year, or any termination of the duties of the Trustee, the Trustee shall prepare, sign and submit in duplicate to Grantor an account of its acts and transactions as Trustee under this Trust.

7.5 Rights of Trustee. None of the provisions of this Agreement shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for the negligence or misconduct of any agent, attorney, custodian or nominee so appointed, *provided, however*, the Trustee shall be responsible for the performance of its obligations hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall the Trust be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee shall not be liable for an error in judgment made in good faith by an officer or officers of the Trustee, unless the Trustee was grossly negligent in ascertaining the pertinent facts.

Whenever in the administration of the provisions of this Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate signed by the Beneficiaries' Representative and an officer of Grantor and delivered to the Trustee, and such certificate, in the absence of gross negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Agreement upon the faith thereof. The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

**ARTICLE 8
MISCELLANEOUS**

8.1 Governing Law. The validity, interpretation, performance, and enforcement of this Agreement and the Trust created hereby shall be governed by the laws of the State of Washington, *provided, however*, that the rights, duties, obligations and protections of the Trustee hereunder shall be governed by the laws of the State of California. The parties irrevocably submit to the jurisdiction and venue of any Washington State or United States Federal Court sitting in Seattle, Washington. Any proceeding with respect to this Trust shall be in King County Superior Court unless otherwise consented to by Grantor.

Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Agreement, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

8.2 Assignment; Successors. Neither this Agreement nor any rights or benefits hereunder may be assigned, transferred or pledged without the prior written consent of the other parties, *provided, however*, in the event of a sale, dissolution or merger of the Trustee, only such consents to such event as set forth in Section 5.3.1 hereof shall be required. This Agreement and the Trust created hereby shall be binding upon and shall inure to the benefit of the spouses, heirs, and personal and legal representatives, estates of the Beneficiaries, and to the permitted assigns of the parties to this Trust.

8.3 Third Party Beneficiaries. The Beneficiaries are specifically acknowledged as third party beneficiaries of this Agreement and shall have the right to bring actions to enforce this Agreement where the Beneficiaries' Representative fails to bring such an action or fails to prosecute an action in good faith.

8.4 Enforcement Expenses. Grantor shall be responsible for all costs and expenses, including reasonable attorneys' fees and costs, incurred in any action brought to enforce or interpret this Agreement, whether brought by the Beneficiaries' Representative, a Beneficiary, the Trustee, or otherwise, unless the court determines that such Claim for enforcement was not brought in good faith or was frivolous.

8.5 Titles and Headings Not to Control. The titles to articles and headings of sections in this Agreement are for convenience of reference only and in case of any conflict the text of this Agreement, rather than any title or heading, shall control.

8.6 Notices, Consents and Other Communications. All notices, consents, or other communications required or contemplated by this Agreement shall be in writing and shall be deemed to have been given when delivered by (a) personal delivery, (b) prepaid overnight courier, (c) postage prepaid return receipt requested certified mail, (d) facsimile, or (e) email:

If to a Beneficiary: The last address given to the Trustee by each respective Beneficiary

If to Beneficiaries' Representative: The last address given to the Trustee by the Beneficiaries' Representative

If to Microsoft: Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attention: Deputy General Counsel,
Corporate
Telephone No.: (425) 882-8080
Facsimile No.: (425) 936-7329
Email: *keith.dolliver@microsoft.com*

With a copy to: K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
Attention: Seattle Administrative Partner
Telephone No.: (206) 623-7580
Facsimile No.: (206) 623-7022
Email: *pallavi.wahi@klgates.com*

If to Trustee: The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street
Suite 500
Los Angeles, CA 90071
Attention: Robert Cuadra
Telephone No.: (213) 630-6230
Facsimile No.: (213) 630-6480
Email: *RobertJose.Cuadrall@bnymellon.com*

Notice by personal delivery shall be effective upon the date delivery is made and notice by certified mail or overnight courier shall be effective on the date it is recorded as delivered by the U.S. Postal Service or the overnight courier, respectively. Facsimile notice shall be effective on the date recorded in the sender's equipment as a confirmed transmission to the recipient's facsimile address. Email notice shall be effective on the date sent to a valid address so long as no notice of failure of delivery is received by sender. Each Beneficiary and the Beneficiaries' Representative shall provide Trustee and Grantor with prompt notice of changes of address.

8.7 Force Majeure. From the effective date of this Agreement, the Trustee, or any successor in interest, shall not be considered in breach of or in default in its obligations with respect to any obligations created hereunder in the event of an unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, or of the public enemy, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

8.8 Electronic Instruction. The Trustee agrees to accept and act upon facsimile transmission, unsecured email or other similar electronic methods of written instructions and/or directions pursuant to this Agreement, *provided, however,* that Grantor and/or the Beneficiaries' Representative shall provide to the Trustee an incumbency certificate listing persons as may be designated and authorized to sign for Grantor and the Beneficiaries' Representative, which such incumbency certificate shall contain appropriate contact information and shall be amended whenever a person is to be added or deleted from the listing, or there is a change in authorized contact data.

If Grantor or the Beneficiaries' Representative elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. Grantor and the Beneficiaries' Representative agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, and by facsimile, and shall be deemed an original and shall bind the signatory but all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the others, it being understood that all parties need not sign the same counterpart.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 30th day of June, 2016.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
("Trustee")

/s/ R. Tarnas

Name: R. Tarnas

Title: Vice President

MICROSOFT CORPORATION
("Grantor")

/s/ John A. Seethoff

Name: John A. Seethoff

Title: Vice President and Corporate Secretary

ADDITIONAL PARTY
("Beneficiaries' Representative")

/s/ Charles H. Noski

CHARLES H. NOSKI

EXHIBIT A

The Trustee shall continue to hold the amount in the Trust Fund immediately prior to the date of execution of this Agreement as part of the Minimum Balance under this Agreement. Grantor shall transfer as of the effective date of this Agreement an additional sum sufficient to cause the total balance held by the Trustee to equal \$50,000,000 which thereafter shall be the Minimum Balance, to be held in trust, for the stated uses and purposes in accordance with the terms of this Agreement.

EXHIBIT B

Liquidation of Investments. If Trustee receives no instructions from Grantor for the liquidation of assets pursuant to Section 4.6, Trustee shall liquidate the Trust Fund in the following order, liquidating the entire amount of each class of funds before liquidating additional funds from the next class sufficient to make a distribution:

1. Cash
2. Money market funds
3. Other Eligible Securities (Treasury Securities, Government Securities, Municipal Securities, Corporate Securities), in order of nearest maturity

SUBSIDIARIES OF REGISTRANT

The following is a list of subsidiaries of Microsoft Corporation as of June 30, 2019, omitting subsidiaries which, considered in the aggregate, would not constitute a significant subsidiary.

| Name | Where Incorporated |
|--------------------------------------|---------------------------|
| Microsoft Ireland Research | Ireland |
| Microsoft Global Finance | Ireland |
| Microsoft Ireland Operations Limited | Ireland |
| Microsoft Online, Inc. | United States |
| Microsoft Operations Pte Ltd | Singapore |
| Microsoft Regional Sales Pte Ltd | Singapore |
| LinkedIn Corporation | United States |
| LinkedIn Ireland Unlimited Company | Ireland |

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-109185, 333-118764, 333-52852, 333-132100, 333-161516, 333-75243, 333-185757, and 333-221833 on Form S-8 and Registration Statement Nos. 333-228062 and 333-228244 on Form S-3 of our reports dated August 1, 2019, relating to the consolidated financial statements and the related notes of Microsoft Corporation and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of Microsoft Corporation for the year ended June 30, 2019.

/s/ DELOITTE & TOUCHE LLP

Seattle, Washington

August 1, 2019

CERTIFICATIONS

I, Satya Nadella, certify that:

1. I have reviewed this annual report on Form 10-K of Microsoft Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SATYA NADELLA

Satya Nadella
Chief Executive Officer

August 1, 2019

CERTIFICATIONS

I, Amy E. Hood, certify that:

1. I have reviewed this annual report on Form 10-K of Microsoft Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ AMY E. HOOD

Amy E. Hood
Executive Vice President and
Chief Financial Officer

August 1, 2019

**CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Annual Report of Microsoft Corporation, a Washington corporation (the "Company"), on Form 10-K for the year ended June 30, 2019, as filed with the Securities and Exchange Commission (the "Report"), Satya Nadella, Chief Executive Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ SATYA NADELLA

Satya Nadella
Chief Executive Officer

August 1, 2019

[A signed original of this written statement required by Section 906 has been provided to Microsoft Corporation and will be retained by Microsoft Corporation and furnished to the Securities and Exchange Commission or its staff upon request.]

**CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Annual Report of Microsoft Corporation, a Washington corporation (the "Company"), on Form 10-K for the year ended June 30, 2019, as filed with the Securities and Exchange Commission (the "Report"), Amy E. Hood, Chief Financial Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to her knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ AMY E. HOOD

Amy E. Hood
Executive Vice President and
Chief Financial Officer

August 1, 2019

[A signed original of this written statement required by Section 906 has been provided to Microsoft Corporation and will be retained by Microsoft Corporation and furnished to the Securities and Exchange Commission or its staff upon request.]