**CONFIDENTIALITY AND**

**ASSIGNMENT OF INVENTIONS AGREEMENT**

Resource Name: Click or tap here to enter text. (“you”, “your”).

Company: HCL Technologies Corporate Services Ltd. and its Affiliates (“Company”).

This Confidentiality and Assignment of Inventions Agreement and all attachment and appendixes therefrom (collectively “Letter Agreement”) sets forth and confirms certain understandings between You and Blue Yonder with respect to your service to Blue Yonder, Inc. and its current and future affiliates (collectively “Blue Yonder”) and your responsibilities and obligations to Blue Yonder and other third parties who have provided confidential information to Blue Yonder (collectively with Blue Yonder, "Third-Party Beneficiaries") related to your service to Blue Yonder by and through your affiliation with Company.

You understand that Blue Yonder’s disclosure of confidential information to You is conditioned upon and in consideration for your entering into this Letter Agreement with Blue Yonder. This Letter Agreement is intended to protect important interests of Blue Yonder and the other Third-Party Beneficiaries, particularly the interests of those entities in valuable technology, customers, personnel, business interests, and confidential information that Blue Yonder has acquired or obtained access to over the years.

During the course of your service, You will obtain access to information regarding the business, products and services of Blue Yonder and which is confidential to Blue Yonder and/or other Third-Party Beneficiaries (collectively, "Confidential Information"). For the purposes of this Letter Agreement, "Confidential Information" includes, but is not limited to:

1. Application, data base, and other computer software developed, marketed or acquired by Blue Yonder, whether now or hereafter existing, and all modifications, enhancements and versions thereof and all options available with respect thereto, and all future products developed or derived therefrom;
2. Source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, design concepts and related documentation and manuals owned or marketed by Blue Yonder or that are in any way derived from or inspired by your services performed for Company related to Blue Yonder;
3. Marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials and information relating to Blue Yonder's business and activities and the manner in which Blue Yonder does business;
4. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications that relate to or are derived from or inspired by your services performed for Blue Yonder;
5. Blue Yonder organizational charts, internal telephone lists and employee directories, salary information, benefits, and other personnel information that is not publicly available;
6. Any other materials or information related to the business or activities of Blue Yonder that are not generally known to others engaged in similar businesses or activities;
7. All ideas which are derived from or relate to your access to or knowledge of any of the above enumerated materials and information; and
8. Any materials or information related to the business or activities of other Third-Party Beneficiaries that are received by Blue Yonder or any Affiliate in confidence or subject to nondisclosure or similar covenants, including without limitation, confidential proprietary business records, financial information, trade secrets, strategies, methods and practices of licensees of Blue Yonder.

Confidential Information does not include any information that (a) is in or enters the public domain without breach of this Letter Agreement, (b) You lawfully receive from a third party without restriction on disclosure and without breach of a nondisclosure obligation, and/or (c) You knew prior to receiving such information from Blue Yonder.

You represent that the performance of your duties for Company and Blue Yonder will not breach any agreement or other obligation that You may have with a former employer or any other third party. You must not use or disclose your own or any other party’s confidential or proprietary documents, materials, or information to Blue Yonder, Company or any third party in the course of performing your services for Blue Yonder, unless the owner of the information has authorized the use or disclosure. If You use your own information in the course of performing your duties, by doing so You grant Blue Yonder a fully transferable, perpetual, non-exclusive, irrevocable, fully paid-up license to use the information for any purpose whatsoever.

When your relationship with Company ends (regardless of the reason), and earlier if Company requests, You agree to return to Blue Yonder all equipment, materials, correspondence, documents and other writings, computer programs and printouts, and other information in written, graphic, magnetic, optical, computerized or other form, which relate to or reflect any Confidential Information, or the business of Blue Yonder, and You agree that You will not retain any copies thereof, regardless of where or by whom such materials and information were kept or prepared.

Maintaining the confidentiality of the Confidential Information is of utmost importance to Company and Blue Yonder. Accordingly, You agree that, except in the performance of your services with Company, from and after the date of this Letter Agreement (including after the termination of your relationship with Company, for whatever reason), You will not disclose to any person, association, firm, corporation or other entity in any manner, directly or indirectly, any of the Confidential Information (in whatever form), received, acquired, or developed by You through your association with Company and/or Blue Yonder, or use, or permit any person, association, corporation or other entity to use, in any manner, directly or indirectly, any such Confidential Information. You agree to maintain the confidentiality of the Confidential Information perpetually after the conclusion of your service with Company.

Pursuant to the Defend Trade Secrets Act of 2016, if You are an individual and located in the United States, You acknowledge that You shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if You file a lawsuit for retaliation by Blue Yonder for reporting a suspected violation of law, You may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if You (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

You acknowledge that any items of Confidential Information (or non-confidential information) that You make, conceive, discover or develop, whether alone or jointly with others, at any time during your service with Blue Yonder, whether at the request or upon the suggestion of Blue Yonder or otherwise, shall be the sole and exclusive property of Blue Yonder; provided that such items relate to or are useful in connection with any business now or hereafter carried on or contemplated by Blue Yonder, including developments or expansions of its present fields of operations. You agree to promptly disclose to Blue Yonder all Confidential Information (or non-confidential information) made, conceived, discovered, or developed in whole or in part by You for Blue Yonder during the term of your service with Blue Yonder and agree to irrevocable assign and hereby irrevocable assign to Blue Yonder any and all right, title or interest You may have (or ever obtain) in such Confidential Information (or non-confidential information) including, without limitation, all technology and all intellectual property rights therein, based thereon, and related thereto. You agree to execute any instruments and to do all other things reasonably requested by Blue Yonder (both during and after your service with Company). If any one or more of such items are protectable by copyright, and are deemed in any way to fall within the definition of "work made for hire," as that term is defined in 17 U.S.C. § 101, or equivalent statutes or laws in India or other countries such works, shall be considered "works made for hire," the copyright of which shall be owned solely, completely and exclusively by Blue Yonder. If any one or more of the aforementioned items are protectable by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. § 101 or equivalent statutes or laws in India or other countries, such works shall be deemed to be assigned and transferred completely and exclusively to Blue Yonder by virtue of your execution of this Letter Agreement. If a court of law or other agency finds that moral rights or any other intellectual property or interest or proprietary right cannot be assigned under applicable law, You hereby waive, to the maximum extent permitted by law, such all of such right, title, and interest, and consents to any action of Blue Yonder and/or Blue Yonder’s successors, licensees, or assigns that would otherwise violate such right, title, and/or interest. You hereby acknowledge that You retain no rights in, to, or under such Confidential Information (or non-confidential information) and agree not to challenge the validity of Blue Yonder's ownership, or any other aspect, of such items.

As noted above, You recognize and acknowledge that information about Blue Yonder's customers is Confidential Information and constitutes Blue Yonder's valuable trade secrets. Accordingly, You agree that during your Company’s service for Blue Yonder and for a period of one (1) year thereafter You will not, either directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage Blue Yonder's relationship with any of its customers by soliciting or encouraging others to solicit any of them for the purpose of diverting or taking away business from Blue Yonder.

Additionally, you acknowledge and recognize that Blue Yonder's employees are a valuable resource and the loss of employees generally tends to interfere with, impair, disrupt or damage Blue Yonder's business. Accordingly, You agree that during your service and for a period of one (1) year thereafter You will not separately or in association with others, solicit, encourage or attempt to hire any of those Blue Yonder's employees, or cause others to solicit or encourage any of those Blue Yonder's employees, in each case who were involved in the performance of Your service, to discontinue their service with Blue Yonder.

The terms and provisions of this Agreement shall be binding upon You and Blue Yonder, and its successors and assigns and shall inure to the benefit of You, Blue Yonder, and other Third-Party Beneficiaries. The failure of Blue Yonder at any time or from time to time to require performance of your obligations under this Agreement does not affect the rights of Blue Yonder, and other Third-Party Beneficiaries, to enforce any provisions of this Letter Agreement at a subsequent time, and does not constitute a waiver of any rights arising out of any subsequent or prior breach. This Letter Agreement (a) may not be modified orally, but only by written agreement signed by You and Blue Yonder's authorized representative; (b) contains the entire understanding between You and the Blue Yonder with respect to this subject matter, and (c) supersedes any prior agreements on this subject. The invalidity or unenforceability of any provision of this Letter Agreement shall not affect the validity or enforceability of the other provisions of this Letter Agreement.

Nothing in this Letter Agreement should be construed as a guarantee that your service will continue for any specific period of time with Company. This Letter Agreement does not create or imply a contract of employment or constitute a promise of employment or continued service with Blue Yonder or any other Third-Party Beneficiaries. Your relationship is with the Company and not with Blue Yonder.

You agree that the provisions in this Letter Agreement are necessary and reasonable to protect Blue Yonder's and the Third-Party Beneficiaries’ legitimate business interests. If any restriction in this Letter Agreement shall be deemed invalid or unenforceable by reason of extent, duration or geographic scope thereof, then the extent, duration, and geographic scope of such restriction shall be deemed to be reduced to the fullest extent, duration and geographic scope permitted by law and enforceable.

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the invalidity and enforceability of such provision shall not affect the other provisions of this Letter Agreement and all such other provisions shall remain in full force and effect. It is expressly agreed that the exercise of any claim or cause of action You have or may have against Blue Yonder, whether or not predicated on this Letter Agreement, shall not constitute a defense to the enforcement of this Letter Agreement with Blue Yonder.

Blue Yonder and other third parties who have provided confidential information to Blue Yonder, which has been disclosed to You are an intended third-party beneficiary of this Letter Agreement, with full rights to enforce this Letter Agreement as such.

This Letter Agreement shall be governed by and construed in accordance with the laws of Arizona. Any suit, legal action or other legal proceeding arising out of or relating to this Letter Agreement shall be brought exclusively in the federal or state courts located in the State of Arizona. You agree to submit to personal jurisdiction in the foregoing courts and to venue in those courts. You further agree to waive all legal challenges and defenses to the propriety of a forum in Arizona, and to the application of Arizona law therein.

By signing below, You acknowledge that You understand and agree to the terms contained throughout this letter, and that You are freely and voluntarily entering into this Letter Agreement.

ACCEPTED AND AGREED:

**YOU**:

|  |  |
| --- | --- |
| **Company Resource Name:** Click or tap here to enter text. |  |
| **Company Resource Signature:** Click or tap here to enter text. | **Date:** Click or tap to enter a date. |

**APPENDIX A: COUNTRY UNIQUE TERMS**

For any Confidentiality and Assignment of Inventions Agreement (“**Letter Agreement**”) signed in the regions specified below, the following terms replace and modify the referenced terms in the Letter Agreement. All terms in the Letter Agreement that are not expressly changed by this Appendix A remain unchanged and in effect.

**Governing Law**:

The Letter Agreement shall be amended to delete as follows:

“This Letter Agreement shall be governed by and construed in accordance with the laws of Arizona, U.S.A. Any suit, legal action or other legal proceeding arising out of or relating to this Letter Agreement shall be brought exclusively in the federal or state courts located in Maricopa County, State of Arizona. You agree to submit to personal jurisdiction in the foregoing courts and to venue in those courts. You further agree to waive all legal challenges and defenses to the propriety of a forum in Arizona, and to the application of Arizona law.”

And shall be replaced with the following language, based upon the region in which the you are located:

***Europe, Middle East, and Africa***: “This Letter Agreement shall be governed by and construed in accordance with the internal laws of England.”

***Asia Pacific***: “This Letter Agreement shall be governed by the laws of Singapore, without reference to its choice of law rules. All disputes arising out of or relating to this Letter Agreement will be settled by arbitration before a single arbitrator under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The arbitrator will be a person having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrator will not have any authority to make any ruling, finding, or award that does not conform to this Letter Agreement. The arbitral award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.”

***India***: “This Letter Agreement shall be governed by the laws of India without reference to conflict of laws principles. Except at the option of either party with respect to the right to apply to a court of competent jurisdiction for equitable or injunctive relief, any controversy or claim arising out of or related to this Agreement or in connection with a breach of this Agreement (“Claim”) will be settled by arbitration before a single arbitrator under the international arbitration rules of the Singapore International Arbitration Centre (“SIAC”) in effect at the time such Claim is submitted to arbitration. The arbitrator will be a neutral person having experience with and knowledge of the computer software business. The arbitrator will not have any authority to make any ruling, finding or award that does not conform to this Agreement. The arbitral award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction. The forum for litigation or arbitration will be in Singapore, and the parties consent to such jurisdiction.”

***Canada***: “This Letter Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law rules.”

***Switzerland***: “This Letter Agreement shall be governed by the law of Switzerland. The jurisdiction for all disputes arising out of or relating to this Agreement shall be Wollerau, canton of Schwyz, Switzerland.”

***Mexico, Central and South America***: “This Letter Agreement shall be governed by the laws of Arizona, U.S.A., without reference to its choice of law rules. All disputes arising out of or relating to this Letter Agreement will be settled by arbitration before a single arbitrator under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The arbitrator will be a person having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrator will not have any authority to make any ruling, finding, or award that does not conform to this Letter Agreement. The arbitral award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.”

**Worker’s Compensation and Person Liability Waiver**:

The Letter Agreement shall be amended to add the following clause ***for Resources located in the United States***:

“Blue Yonder will not provide any benefits to you that it normally provides its employees, except for those described in this Letter Agreement. You agree to not make any claim whatsoever against Blue Yonder for, and shall hold Blue Yonder harmless from, any claim for workers’ compensation, disability or unemployment insurance benefits. By signing this Letter Agreement, you relinquish any claim against Blue Yonder for any injury or illness related to your contract-related work for Blue Yonder. You will hold Blue Yonder harmless for any personal injury liability related to contract work from Blue Yonder and you will make no claims against Blue Yonder for workers’ compensation.”

**APPENDIX B: RESTRICTIONS ON USE OF BLUE YONDER SOFTWARE**

If you are permitted to use Blue Yonder software or software supplied to Blue Yonder by third parties (“**Software**”) to perform your services to Blue Yonder, you receive a non-exclusive, non-transferable license to use the Software to which Blue Yonder permits your access, only for the purpose of performing your serves to Blue Yonder, and only during the term of the applicable services.

You shall not, and shall not permit others to do any of the following: copy, translate, rent, lease, sublicense or otherwise transfer the Software; permit any other person to access the Software; cause or permit reverse compilation or reverse assembly of all or any portion of the Software; use the Software to provide services to any other party; or operate the Software with another party’s data, except as authorized by Blue Yonder in writing.

No license, right or interest in any Blue Yonder or third party trademark, trade name, or service mark is granted hereunder. Any rights not explicitly granted herein are expressly reserved by and to Blue Yonder or its licensors.

The Software and all related technical information, documents and materials are subject to the export control laws of the United States, United Kingdom and European Union law. You must comply strictly with all legal requirements established under these controls, will cooperate fully with Blue Yonder in any official or unofficial audit or inspection that relates to these controls; and will not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to any country to which export is prohibited or any country that is embargoed.

You must affix, to each full or partial copy of the Software made by you including, without limitation, any Software modified by you, all copyright and proprietary information notices as affixed to the original.

Blue Yonder may terminate this license immediately on written notice to you for any reason. This license will automatically terminate upon termination or conclusion of your services to Blue Yonder or if you breach the Letter Agreement.

Upon the termination of this license, Blue Yonder will have the right to take immediate possession of the Blue Yonder Software to the extent permitted by applicable law and you must (i) discontinue exercising any rights granted hereunder, (ii) deliver to Blue Yonder all Software then in your possession or control, including, without limitation, all copies and duplicates in whatever form, and (iii) certify in writing by means of Blue Yonder’s standard termination agreement that all materials required to be delivered to Blue Yonder have been delivered to Blue Yonder.