

## CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT FOR NON-EMPLOYEE WORKERS

As a condition of and in consideration for my obtaining a facilities access badge and/or the necessary facility, system, or information system access for my assignment for Google India Pvt. Ltd., Google LLC, its related companies, subsidiaries, affiliates, successors or assigns (together “Google”), I agree to the following:

### 1. Nature of Assignment.

(a) Not An Employment Relationship. I acknowledge that I will provide services to Google as an employee or agent of CYBAGE SOFTWARE PVT. LTD. [Vendor/Agency/Company Name] (hereafter “Contractor”) and not as an employee of Google. I understand and acknowledge that nothing in this Agreement or my assignment for Google creates or shall be construed as creating an employer-employee relationship between me and Google.

(b) Benefits and Perks. I understand and agree that I will not be entitled to any compensation, options, stock, insurance or other rights or benefits accorded to employees of Google, waive any right to them, and promise never to claim them. I understand that I will not be entitled or authorized to use or participate in many perks Google offers to its employees. I understand that no one is authorized to make me an oral offer or promise of employment at Google and that in the event I receive such a promise or offer, it is not enforceable and I cannot rely on it.

(c) Complete Nature of Assignment. Section 1 of this agreement represents the entire agreement between me and Google regarding the nature of my assignment for Google and supersedes any prior or contemporaneous agreement on this subject matter.

### 2. Confidential Information.

(a) Google Information. I understand that, as a result of my assignment for Google, I will obtain extensive and valuable Confidential Information belonging to Google. I agree at all times during my assignment for Google and thereafter to hold in the strictest confidence and not to use, except for the benefit of Google, or to disclose to any person, firm or corporation without written authorization of the Chief Executive Officer or the Board of Directors of Google, any Google Confidential Information, except under a non-disclosure agreement duly authorized and executed by Google. I understand that my unauthorized use or disclosure of Google Confidential Information may lead to disciplinary action by the Contractor, including immediate termination of my assignment for Google and legal action by the Contractor and/or Google. I understand that “Google Confidential Information” means any Google non-public information that relates to Google, professional and personal information about any employee of Google, Google’s structural or reporting information, the actual or anticipated business or research and development of Google, technical data, trade secrets or know-how (including, but not limited to, research, product plans, or other information regarding Google’s products or services and their marketing), the identity of Google’s customers (including, but not limited to, customer lists and the identity of customers of Google with whom I became acquainted during my assignment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, employee data, or other business information. I further understand that Google Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine.

(b) Contractor or Former Employer Information. I agree that I will not, during my assignment for Google, improperly use or disclose any proprietary information or trade secrets of the Contractor or any former or concurrent employer or other person or entity. Further, I will not bring onto Google premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that Google may have received and in the future may receive from third parties associated with Google, e.g., customers, suppliers, licensors, licensees, partners, or collaborators, their confidential or proprietary information (“Associated Third Party Confidential Information”). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between Google and such Associated Third Parties. I agree at all times during my assignment for Google and thereafter to hold in the strictest confidence and not to use or to disclose any Associated Third Party Confidential Information, except as necessary in carrying out my assignment for Google consistent with Google’s agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my assignment will lead to disciplinary action by the Contractor, including immediate termination of my assignment for Google and legal action by the Contractor and/or Google.

(d) **User Data.** User Data means information in any format that Google or Contractor collects, either directly or indirectly, from or about users of Google services. User Data includes information collected from Google users, created by users, received on behalf of users, or generated about users. User Data includes (1) aggregate or anonymous data related to any user or use of Google services, and (2) information that may be used to uniquely identify, contact, or locate, a user, including but not limited to name, address, telephone number, e-mail address, government ID number, financial account numbers, IP addresses, cookie data, or any other information associated with user activity. I agree to treat User Data as Google Confidential Information under this Agreement, even if some or all of the information is publicly known, and to access, use and disclose User Data only as authorized by and in accordance with this Agreement and Google policies.

### **3. Intellectual Property.**

(a) **Definitions.** “Intellectual Property” means any and all inventions, original works of authorship, data, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws. “Google Intellectual Property” means any and all Intellectual Property that I create, conceive, author, develop, reduce to practice, or otherwise contribute to during my assignment with Google, or with the use of Google’s equipment, supplies, or facilities, or Google Confidential Information, but excluding (1) such Intellectual Property that I am under a written obligation to assign to Contractor provided that (i) such Intellectual Property directly relates to the services and/or products that Google has engaged Contractor for and such Intellectual Property is subject to a written agreement between Google and Contractor, and (ii) I perfect the assignment of such Intellectual Property to Contractor in writing, and (2) any invention or subject matter which is subject to and fully qualifies for an exclusion at law operable in the jurisdiction of my assignment.

(b) **Assignment of Intellectual Property to Google.** I agree that I will promptly make full written disclosure to Google of Google Intellectual Property, and that I will keep and maintain written records documenting Google Intellectual Property, and that these records shall be available to and owned by Google India Pvt. Ltd. (or its designee). I also agree to hold in trust for the sole right and benefit of Google India Pvt. Ltd., and hereby assign to Google India Pvt. Ltd. (or its designee) all my right, title, and interest in Google Intellectual Property including any and all copyrights, patents, or other rights thereto. I agree to assist Google (or its designee) at Google’s expense, in every proper way to secure Google’s rights in Google Intellectual Property including securing any copyrights, patents, or other rights. This includes executing all applications, oaths, assignments and all other instruments which Google shall deem proper or necessary in order to assign, secure and enforce such rights worldwide. If Google is unable for any reason to secure my signature in this regard then I hereby irrevocably designate and appoint Google and its duly authorized officers and agents as my agent and attorney in fact, to, on my behalf and in my stead, execute and file any papers, oaths and to do all other lawfully permitted acts with respect to Google Intellectual Property with the same legal force and effect as if executed by me. To the maximum extent permitted by applicable law, I agree to waive all “moral rights” in Google Intellectual Property and hereby assign all “moral rights” to Google LLC (or its designee). I further acknowledge that to the maximum extent permitted by applicable law all original works of authorship made by me within the scope of and during my assignment with Google are “works made for hire”. I also acknowledge that my obligations under this section shall continue after the termination of my assignment for Google.

(c) **Inventions Retained and Licensed.** In my work for Google, I agree to only use Intellectual Property as authorized and directed by Google and Contractor (if applicable) and agree not to incorporate or use my own Intellectual Property (such as any invention owned by me or in which I have an interest). If, however, in the course of my assignment, I incorporate any of my own Intellectual Property, I hereby grant to Google LLC a nonexclusive, royalty-free, fully paid, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to such of my Intellectual Property that I incorporate or use.

**4. Conflicting Activities.** I agree that, during my assignment for Google, I will not engage in any other activities that conflict with my obligations to Google, including but not limited to engaging in personal transactions that may present a potential conflict of interest—real or perceived—with Google.

**5. Access to Google Property, Information Technology, and Information.**

(a) **Authorization.** I understand that whenever I access Google Property (including but not limited to Google facilities, offices, and equipment), Information Technology (online accounts, email or remote computing services, systems, computers, mobile devices, storage media or documents) and Information (including but not limited to all forms of Google Confidential Information, Associated Third Party Confidential Information, User Data and Intellectual Property) I must be acting (1) within the scope of my assignment, (2) within legitimate business purposes specifically authorized by Google during my assignment, and (3) in compliance with Google's policies. I promise that I will not access or use any Google Property, Information Technology, or Information beyond the scope of my assignment, specific authorization, and the policies of Google, as they may be updated from time to time.

(b) **Authorized Services, Hardware and Software.** I understand that I am not permitted to (1) use any Information Technology to conduct the business of Google unless Google has authorized such use in writing, or (2) add any unauthorized, unlicensed or non-compliant software to Google-managed Information Technology. I will not use unauthorized Information Technology to conduct the business of Google or copy unauthorized software into Google-managed Information Technology or otherwise use unauthorized software. I understand that it is my responsibility to comply with Google's policies and not attempt to circumvent Google's policies or controls through the use of unauthorized Information Technology or software.

(c) **Audit and Management.** I acknowledge that I have no expectation of privacy in any Information Technology that is used to conduct the business of Google. Google may audit and search all Information Technology used to conduct the business of Google without further notice to me for any business-related purpose in Google's sole discretion. I promise to provide Google with access to any Information Technology used to conduct the business of Google immediately upon request. I acknowledge and consent to Google, in its sole discretion, taking reasonable steps to prevent unauthorized access to Google property and information. Such steps may include, for example, suspension of access to accounts or remote deletion of data or remote wipe of devices where (1) Google identifies a risk that Information Technology used to conduct the business of Google has been compromised, lost or stolen, and (2) upon suspension of or separation from my assignment for Google.

(d) **Separation.** Upon separation from my assignment for Google or on demand by Google during my assignment, I will immediately (1) stop accessing Google Property, Information Technology, and Information; and (2) deliver to Google, and not keep in my possession, recreate, or deliver to anyone else, any and all Google Property, Information Technology, and Information, including any and all copies of Google Confidential Information, Associated Third Party Confidential Information, User Data, and Intellectual Property.

**6. Export Statement of Assurance.** During the term of my assignment for Google, I will comply with all applicable export control and sanctions laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

**7. Compliance with Anti-Bribery Laws.** I agree that, during the term of my assignment for Google, I will comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 ("Anti-Bribery Laws"), which prohibits corrupt offers of anything of value, either

directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, I will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

**8. Code of Conduct And Policies Acknowledgement.** I acknowledge that I have read Google's Code of Conduct, which is available on Google's public website and can be found by clicking "About Google" and looking on the "Investor Relations" page of the site, and which is incorporated here by reference. I agree to adhere to the terms of Google's Code of Conduct and to report any violations of the Code. I acknowledge that other Google policies are applicable and accessible to me during my assignment, including but not limited to Google's Insider Trading Policy and Information Security Policies. I agree to review and adhere to the terms of such policies.

**9. Data Privacy Consent.** I consent to Google processing data relating to me for legal, administrative and other assignment-related purposes. I also agree to make such information available to those who provide products or services to Google, to service providers acting on Google's behalf, and to governmental or quasi-governmental organizations where appropriate for business-related and legal purposes. I also consent to the transfer of such information within Google and among Google's affiliates and service providers acting on Google's behalf outside the country in which I am engaged. I understand that, during my assignment, Google may obtain digital, film, or other images of me for subsequent use in materials or collateral for Google. I hereby grant advance permission for such use of my image(s) by Google, both during and after my assignment, and I understand that I will not receive any royalties or other compensation for this use.

**10. General Provisions.**

(a) Governing law; Consent to Personal Jurisdiction. This Agreement is governed by the laws of India, without giving effect to any choice of law rules or principles that may result in the application of the laws of any other jurisdiction. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the courts of Delhi, India for any lawsuit filed there against me by Google arising from or relating to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between Google and me and supersedes all prior discussions or representations between us, whether written or oral. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Chief Executive Officer of Google and me. Any subsequent change(s) to my assignment or duties will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of Google, its successors, and its assigns.

(e) Waiver. Waiver by Google of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

(f) Survivorship. The rights and obligations of the parties to this Agreement will survive termination of my assignment for Google.

DocuSigned by:  
  
 92CBB842C12440C  
 Signature

Anil Gavali

Name of Non-Employee (typed or printed)

anielgavali@gmail.com

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Email

10-May-2022 | 05:03 PDT

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Date