

ANNEX**VMware Software India Private Limited
Confidential Information and Inventions Assignment Agreement**

As a condition of my employment with VMware Software India Private Limited, its successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

I. Confidential Information.

(a) **Confidential Information.** I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company, its subsidiaries, and/or related corporations (collectively known as the "Group", and a member of the Group being known as "Group Member"). I understand that "Confidential Information" means the Company's or any Group Member's proprietary information, technical and other data, databases, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and all information relating or belonging to customers (including, but not limited to, customers of the Company or Group on whom I called or with whom I became acquainted during the term of my employment), information relating to markets, software (including source code, object code and software documentation), developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, human resource or other business information disclosed to me by the Company or Group Member either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Former Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. To my knowledge, my obligations under this agreement do not conflict with the terms of any of my agreements with any of my former employers. I will, during my employment with the Company, continue to comply with the terms of any such agreements with my former employers that have not expired as a result of the termination of my employment with my former employers.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from Group Members and/or third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

II. Inventions.

(a) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign absolutely to the Company, or its designee, all my right, title, and interest in and to any and all inventions, processes, original works of authorship, designs, layout designs, mask works, artwork, marks, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under patent, copyright, design, layout-design, trademark or similar laws, which I may solely or jointly conceive, or create or develop or reduce to practice, or cause to be conceived or created or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions") and which (i) are developed using the equipment, supplies, facilities, manpower, resources or Confidential Information of the Company or any Group Member, or (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company or any Group Member, will be the sole and exclusive property of the Company, and I will and hereby do assign all my right, title and interest in such Inventions to the Company absolutely, except as provided in Section II(f). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and in pursuance to the terms of my employment with the Company and which are protectable by copyright vest in and belong to the Company absolutely.



(b) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights, layout-design rights, design rights, trade marks or other intellectual property rights relating thereto in any and all countries, including the disclosure and delivery to the Company of all pertinent information, data, records, software and documentation with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, layout-design rights, design rights, trade marks or other intellectual property rights relating thereto, and to perfect or record such assignment with the relevant registries and agencies. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any India, United States or other foreign patent, design, copyright or trade mark registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, log books, databases and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) Inventions Assigned to Third Parties. I agree that if and when instructed by the Company, I will assign to a Group Member or any other third party designated by the Company, all my right, title, and interest in such Inventions as may be specified by the Company.

(e) Inventions Retained and Licensed. I provide below a list of all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's or any Group Member's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I hereby represent and warrant that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company or any Group Member product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Prior Inventions:

Title Date		Identifying Number or Brief Description
1.		
2.		

(f) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention that (i) I develop entirely on my own time; and (ii) I develop without using the Company's or any Group Member's equipment, supplies, facilities, manpower, resources, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Company's or any Group Member's business, or to their actual or demonstrably anticipated research or development. Any such invention will be owned entirely by me, even if developed by me during the time period in which I am employed by the Company. I will advise the Company promptly in writing of any inventions that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section II(e) above.

(g) Return of Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, in any form or medium, developed by me pursuant to my employment with the Company or otherwise belonging to the Company, or any Group Member.

III. Notification of New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this Agreement.



IV. No Solicitation of Employees. In consideration for my employment by the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my association with the Company as an employee, officer and/or director and for a period of twelve (12) months thereafter I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly.

V. Representations. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement.

VI. Equitable Relief. I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Articles I and II herein. Accordingly, I agree that if I breach any such Article(s), the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement or any other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

VII. General Provisions.

(a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the India courts.

(b) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless made in writing signed by the parties hereto. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. For avoidance of doubt, where the parties to this Agreement mutually agree to amend, modify or vary any term of this Agreement or to rescind this Agreement, no consent from any Group Member referred to in VI.(e) below or any other person whomsoever shall be required in respect of any such amendment, modification, variation or rescission.

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

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

Employee Signature	Employee Name	Date
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Witness Signature	Witness Name	Date
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