

INDUSTRIAL PROPERTY RIGHTS AGREEMENT

I, _____, in consideration of my being granted access to the AT&T ("AT&T") facility for the purpose of performing under the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc., do hereby agree as follows:

I. DISCLOSURE OF INFORMATION

- A. I do understand and agree that any and all computer software, technical data or other information developed or modified together with any reports submitted by me during my performance under the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc. shall not be divulged by me to other parties verbally or in writing without prior written approval of AT&T except on a need-to-know basis to personnel of AT&T required for said performance. Notwithstanding any other provisions of this Industrial Property Rights Agreement, it is agreed that AT&T retains the unilateral and unrestricted right to use the herein produced computer software or other information in any and all ways AT&T may deem necessary or desirable.
- B. I hereby agree that any computer software, trade secret, technical or business information disclosed by personnel of AT&T or observed by me within any facility of AT&T will be used solely by me in performing under the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc. and shall not otherwise be used by me or disclosed to others except AT&T personnel on a need-to-know basis as required for my performance and that documents disclosing said computer software or other information shall not be duplicated or portions copied without prior written permission of AT&T. The above restrictions shall not apply to documented information already in my possession, to documented information already in the public domain, or to documents rightfully received from a third party without restriction.
- C. I further agree that no information which is disclosed to any AT&T employee during or as a result of my performance is to be deemed disclosed or received in confidence unless pursuant to an agreement in writing between AT&T and my employer or myself (if self-employed).
- D. I agree that the restrictions on use and disclosure of information set forth herein shall survive completion or termination of the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc..

II. COPYRIGHTABLE MATERIAL

With respect to all reports, technical data, and computer software programs, hereinafter defined as "works", first produced by me and furnished in the performance of this the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc., I hereby grant and assign exclusively to AT&T, to the extent of my right to do so, for its use any and all rights of whatsoever kind or nature now or hereafter protected by Copyright Laws of the United States (common or statutory) and all subsidiary rights, and without limiting the generality of the foregoing, I hereby grant to AT&T the sole and exclusive right to obtain registration of the copyright in the aforementioned works.

III. INVENTIONS:

- A. I hereby agree to promptly disclose directly to AT&T in writing, any and all inventions, developments, improvements, or discoveries (whether or not patentable) which I may make or conceive, either solely or jointly with others, which relate to my performance for AT&T; excepting, however, inventions (patented or unpatented) which have been made or conceived and have been disclosed in writing to others prior to the date of this Industrial Property Rights Agreement.
- B. At all times during my performance and thereafter, whenever requested to do so by AT&T, I agree to execute and deliver to AT&T without additional charge or fee any and all applications, assignments, and other instruments which may be necessary in order to apply for and obtain or protect, for AT&T's benefit, letters patent of the United States and/or foreign countries covering said inventions, developments, improvements or discoveries and which may be necessary to assign or convey to AT&T or its nominee the sole and exclusive right, title, and interest therein. These obligations shall be binding upon my assigns, executors, administrators, or other legal representatives.

In the event of a conflict between the terms of this Industrial Property Rights Agreement and the contract between Aricent Technologies Mauritius Limited and AT&T Services Inc. the latter shall prevail.

Employer Name

Employee Signature

Date