

## CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT COGNIZANT TECHNOLOGY SOLUTIONS INDIA PRIVATE LIMITED

As a condition of my employment or my continuing employment with Cognizant Technology Solutions India Pvt. Ltd (together with its affiliates "Cognizant"), and in consideration of my employment or continuing employment with Cognizant and my receipt of salary and other compensation, training, access to confidential information and relationships with vendors and customers, the benefit of Cognizant's goodwill, and the other valuable consideration I am receiving and will receive in the future, I agree to the following provisions of this Cognizant Confidential Information and Invention Assignment Agreement (this "**Agreement**"):

### 1. INVENTIONS.

#### A. Definitions.

(1) "**Invention**" means any invention, development, concept, know-how, improvement, technique, design, trade secret, idea, data, discovery, mask work, writing, photo, art item, audio or video recording, software item, source code, documentation, or other original work of authorship, and the like, and all copies, improvements, enhancements, derivative works and tangible embodiments of the foregoing, whether or not patentable, subject to trademark protection, or registerable under copyright or similar laws.

(2) "**IP Rights**" means the following types of intellectual property rights under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including but not limited to copyrights, design rights, moral rights and mask work rights; (b) trademarks, service marks, trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in and to inventions and intellectual property of every kind; and (f) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, amendments and reissues of or for any of the foregoing rights.

(3) "**Confidential Information**" means all proprietary information and materials, trade-secrets, know-how, and data, whether in written, electronic, oral, or any other form, that have not been made generally available to the public that are: (1) created, maintained or used in any aspect of Cognizant's business operations; (2) suggested by or that result from any task assigned to me or work I perform for Cognizant, whether or not during working hours; (3) obtained from a legal entity that Cognizant acquired or in which it purchased a controlling interest (an "**Acquired Company**"); or (4) obtained by Cognizant from a third party subject to an obligation of confidence; in each case, whether or not marked "Confidential" or with another proprietary legend and even if I am not otherwise notified that Cognizant considers it to be Confidential Information. Confidential Information does not include any of the foregoing items that have become publicly and widely known through no wrongful act of mine or of others who were under an obligation of confidence as to the item or items involved. I understand that nothing in this Agreement is intended to limit my right to discussions are protected by applicable law.

**B. Cognizant Inventions.** I understand and agree that each Invention that I create, conceive, write, develop or reduce to practice, or that I cause to be created, conceived, written, developed or reduced to practice (collectively, "**Created**") during the period of my employment with Cognizant, whether I am working alone or with others, is considered a "**Cognizant Invention**" if the Invention meets any one or more of the following conditions: (1) it relates to Cognizant's actual or anticipated business, research or development activities; (2) it is suggested by, or results from, any task assigned to me or work performed by me for or on behalf of Cognizant; (3) it is Created using any Cognizant Confidential Information; or (4) it is Created using any of Cognizant's equipment, resources, materials or time (collectively, "**Cognizant Resources**").

**C. Cognizant's Ownership of Cognizant Inventions.** I understand and acknowledge that any Cognizant Inventions consisting of writings, photos, art, audio or video recordings, software, source code, documentation, and other works of authorship created within the scope of my employment with Cognizant or an Acquired Company are owned by Cognizant or the Acquired Company by operation of law as "works made for hire". I agree to assign and I hereby do assign exclusively to Cognizant all of my right, title, and interest in and to all Cognizant Inventions and all IP Rights in Cognizant Inventions and I agree that Cognizant is and shall be the sole owner of all Cognizant Inventions and IP Rights therein. I agree that I only have a right to use Confidential Information and Cognizant Inventions while I am employed by Cognizant and for the limited purpose of performing my assigned job responsibilities for Cognizant. Nothing in this Agreement is intended to grant me any other rights or licenses to any Confidential Information or Cognizant Inventions or under any Cognizant IP Rights.

**D. My Obligations Relating to Cognizant Inventions.** I agree to promptly disclose all Cognizant Inventions to the Cognizant IP Team at [IP@cognizant.com](mailto:IP@cognizant.com). I will cooperate with Cognizant, both before and after my employment ends, in signing documents, providing information, and doing other things reasonably requested by Cognizant to secure, protect, enforce, and transfer to Cognizant all IP Rights in Cognizant Inventions. If Cognizant is unable for any reason to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright or similar registrations covering any Cognizant Invention, I hereby appoint Cognizant and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on my behalf to sign and file applications and other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or similar registrations for Cognizant Inventions, which will have the same legal force and effect as if I had signed them.

**E. Inventions Created Before My Employment with Cognizant.** I understand that Cognizant is not seeking to own any Invention that I Created before I began my employment with Cognizant, whether it was Created while I was working alone or with

others ("**Personal Inventions**"), except for any Invention that I Created while I was working: (1) under a contract that gave ownership of the Invention to Cognizant; or (2) for an Acquired Company, if the Invention is owned by, or I was obligated to assign it to the Acquired Company, or if the Invention met any one or more of the four conditions listed in Section 1.B in relation to the Acquired Company. Inventions meeting either of these two exceptions are considered to be Cognizant Inventions. To help avoid any future confusion or dispute as to what Inventions should be considered to be my Personal Inventions, I have provided below a non-confidential description of all of my Personal Inventions that I own as of the date I sign this Agreement, whether they are owned solely by me or jointly with others, and that could relate in any way to the actual or anticipated business, research or development activities of Cognizant. If I write "none" or leave the lines below blank then I am certifying that I do not have any ownership rights in any Personal Inventions or that my Personal Inventions do not relate in any way to the actual or anticipated business, research or development activities of Cognizant.

| Title | Date  | Identifying Number or Brief Non-Confidential Description |
|-------|-------|--|
| _____ | _____ | _____  |
| _____ | _____ | _____  |

☐ **No Inventions**      ☐ **Additional sheets attached**

I represent and warrant to Cognizant that none of my obligations relating to my Personal Inventions will materially affect my ability to perform my work obligations to Cognizant.

**F. My Rights to Personal Inventions I Create After My Start Date.** If I Create an Invention while I am employed by Cognizant, then it is also considered to be my Personal Invention if I can demonstrate to Cognizant that all of the following conditions apply: (1) I Created the Invention on my own time; (2) I did not use Cognizant Resources or Cognizant Confidential Information to Create the Invention; (3) the Invention does not relate directly to Cognizant's actual or demonstrably anticipated business, research or development activities; (4) the Invention was not suggested by and did not result from any work I performed for Cognizant; and (5) I did not violate Cognizant's code of ethics or other Cognizant policy in Creating the Invention. I understand that Cognizant is not seeking to own any of my Personal Inventions meeting these conditions. Subject to any express limitations in this Agreement, I understand that I am not restricted by this Agreement from continuing to develop and exploit my Personal Inventions, provided that: (1) I do so without using Cognizant Resources or Confidential Information; (2) the work does not conflict or interfere with the performance of my job responsibilities for Cognizant; and (3) the work does not involve any violation of Cognizant's code of ethics or other policy and does not pose a conflict of interest as outlined in Section 4.A.

**G. Restriction on Using My Personal Inventions in My Job.** I agree not to incorporate any of My Personal Inventions into any Cognizant Invention or otherwise use any of My Personal Inventions in the course of my job responsibilities for Cognizant, unless I have obtained express prior written approval to do so from the Cognizant IP Team at [IP@cognizant.com](mailto:IP@cognizant.com). I further agree not to incorporate any other Inventions into any Cognizant Invention, or otherwise use any other Inventions in the course of my job responsibilities for Cognizant, unless the Invention is owned by Cognizant or properly licensed to Cognizant for such purpose. If I do incorporate any of My Personal Inventions or any other Inventions that are not owned by Cognizant (and not licensed to Cognizant for such purpose) into any Cognizant Invention or otherwise use any of them in the course of my job responsibilities for Cognizant in such a way that Cognizant or any of its customers might be liable for infringement or misappropriation (which I acknowledge would be a violation of this Agreement), then I hereby grant Cognizant a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, transferable, worldwide license (with rights to grant and authorize sublicenses through multiple tiers of sublicensees) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Inventions, without restriction, and to practice any method related thereto.

**H. Disputes Regarding Ownership of Inventions.** I understand that if there is any dispute about the ownership of an Invention, Cognizant will be deemed the rightful owner unless I can provide conclusive written evidence that the Invention qualifies as one of My Personal Inventions. Disclosures made in Section 1.E or other verifiable records such as a publication date or a filing date with a patent office that precedes the commencement of my employment with Cognizant or an Acquired Company, for example, may serve as evidence of ownership of My Personal Inventions.

**I. Customer Inventions.** If I had been deputed to any specific project(s) of customers during the course of my employment with Cognizant (whether directly or indirectly), I agree that subsequent to my employment with Cognizant I will fully, punctually and to the satisfaction of Cognizant and such customers comply with the rules and requirements relating to Invention, non-disclosure, confidentiality, security checks, policies and procedures or any other related matters as may be prescribed by such customers.

## 2. MY OTHER RESPONSIBILITIES.

**A. Compliance with Laws and Cognizant Policies.** I will comply with and to do all things necessary for Cognizant to comply with: (1) the laws and regulations governing Cognizant's business; (2) the terms of all of Cognizant's contracts, including those involving government obligations that relate to intellectual property or the safeguarding of information; and (3) Cognizant's code of ethics and its other policies and procedures as they may be updated from time to time.

**B. Cognizant's Freedom of Action.** I acknowledge that nothing in this Agreement restricts Cognizant's freedom to pursue any business opportunity, course of development or business plan regardless of any knowledge, information or data that I may

disclose to Cognizant at any time.

### 3. GENERAL.

**A. Assignment.** I understand that this Agreement will be binding on me, my heirs, executors, assigns, administrators and other legal representatives, and that it is binding on and is intended to benefit Cognizant and any successor to Cognizant and any legal entity to whom it may be assigned by Cognizant. Cognizant may assign this Agreement to a legal entity that acquires Cognizant or all or most of its assets or that acquires a portion of Cognizant's business or assets that relate to my job.

**B. Violations.** I understand that if I violate this Agreement I could be subject to disciplinary action, which may include termination of my employment.

**C. Entire Agreement.** If I have signed another agreement with Cognizant that imposes additional or more stringent obligations on me, such obligations are in addition to any obligations under this Agreement and will take precedence over any inconsistent terms of this Agreement. Otherwise, this is the entire agreement between Cognizant and me regarding its subject matter and this Agreement supersedes and replaces any prior or contemporaneous agreement, written or oral.

**D. Section Headings.** Section headings in this Agreement are for ease of reference only and will not be used to interpret this Agreement.

**E. Enforcement.** I acknowledge that Cognizant may be significantly and permanently harmed if I violate this Agreement and that money damages may not be adequate to compensate Cognizant for the resulting harm. Cognizant is entitled to obtain temporary, preliminary or permanent injunctive relief in court against me to prevent any continuation of a violation. However, this section does not limit any other legal or equitable remedies that Cognizant may have against me for a violation of this Agreement. If any provision of this Agreement is found to be unenforceable or inconsistent with applicable law, it will be deemed modified to the limited extent necessary to make it consistent with applicable law and it will be enforced as so modified.

**F. Disclosure of Agreement.** I understand that Cognizant is not obligated to keep this Agreement confidential and I grant Cognizant my consent to disclose this Agreement, for example to Cognizant's customers and investors, and after my employment terminates to advise my new employer about Cognizant's rights and my obligations under this Agreement.

**G. Governing Law.** This Agreement shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction.

**H. Survival.** I understand that some of my obligations under this Agreement are intended to continue to apply to me after my employment with Cognizant ends, regardless of who terminates my employment or why it is terminated.

**I. Opportunity to Review.** By my signature below, I acknowledge that: (1) I have read and understand each provision of this Agreement; (2) I have had an opportunity to review this Agreement with legal counsel of my choosing; (3) I am signing this Agreement freely and with knowledge of its contents; (4) I am not relying on any representations or promises that are not included in this Agreement; (5) any restrictions imposed on me under this Agreement are fair, reasonable and proper and required for the protection of Cognizant's business interests and will not preclude me from earning a living; and (6) although this Agreement was drafted by Cognizant, it accurately reflects my intent and understanding and, in the event of any dispute, this Agreement will not be construed in favor of one party or the other, but rather in accordance with its plain meaning.

My agreement, and my acknowledgement of a receipt of a copy of this Agreement, are indicated by my signature below.

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Date

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Employee Signature

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Name of Employee (printed or typed)