



HCL Staff Invention Assignment, Confidentiality and Non-Compete Agreement

Axcelis Technologies, Inc.
108 Cherry Hill Drive
Beverly, MA 01915

In consideration for, and as a condition of, my assignment at AXCELIS TECHNOLOGIES, INC. (the "Company"), the undersigned HCL employee or contractor who has been assigned to work for the Company (hereafter "I" or "Worker") agrees as follows:

1. Disclosure and Assignment of Inventions and Related Rights.

- a. **Inventions.** I understand that the Company is engaged in a continuous program of research and development of technology and processes and that it is critical for the Company to preserve and protect its rights in "Inventions" (as defined below) and in all related intellectual property rights. I will promptly disclose in confidence to the Company all ideas, concepts, discoveries, inventions, developments, designs, original works of authorship, formulas, processes, software programs, systems documentation, trade secrets, technical data and know-how that relate, directly or indirectly, to the business of the Company that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my assignment at the Company, whether or not in the course of my assignment, and whether or not capable of legal protection (the "Inventions"). I hereby assign to the Company all of my right, title and interest in the Inventions and any and all related patent rights, trade names, copyrights and applications and registrations therefor.
- b. **Copyright Work for Hire.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my assignment are "works for hire" under the U.S. Copyright Act of 1976, as amended, and any similar non-U.S. law and that the Company will be considered the sole author and owner of such copyrightable works
- c. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce proprietary protection for the Inventions in any and all countries. I will execute any documents that the Company may reasonably request in order to perfect the Company's rights in the Inventions. The Company will (1) reimburse me for out-of-pocket expenses and (2) after termination of my assignment, compensate me at a reasonable rate for time spent on such assistance. I appoint the President or CEO of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

2. **Confidentiality /Proprietary Information.** I understand that my assignment at the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "Proprietary Information"). Such Proprietary Information includes, but is not limited to, Inventions, marketing plans, product plans, business strategies, product specifications, product designs and performance information, computer source codes, financial or consumer models, financial information, forecasts, personnel information and customer lists. At all times, both during my assignment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties while on assignment at the Company for the benefit of the Company. Upon termination of my assignment at the Company, I will promptly deliver to the Company all documents and materials of any nature or form pertaining to my work at the Company. I will not take with me any documents or materials containing any Proprietary Information.

3. **Non-competition and Non-solicitation.** I understand and agree that my assignment to work at the Company is in consideration of my agreement to comply with the following restrictions on competition, enticement and customer contact:

- a. **Restrictions on Competition.** For a period of one (1) year after the termination of my assignment at the Company, I shall not, directly or indirectly, be an owner, principal, stockholder, director, employee, officer, consultant, independent contractor, partner, or joint venturer (whether such services are compensated or uncompensated) of any business enterprise that engages in direct or indirect competition with the Company based on the businesses and products (including potential products) of the Company at the time of termination of my assignment with the Company (a "Competitive Business"). My ownership of not more than 1% of the combined voting power of the outstanding stock of a publicly held company shall not, alone, be deemed to violate the foregoing restriction. Examples of Axcelis competition would be (but are not limited to) Applied Materials, Novellus, and Sumitomo Heavy Industries.
- b. **Restrictions on Enticement.** For a period of two (2) years after termination of my assignment at the Company, I shall not, directly or indirectly, solicit, interfere with, hire, offer to hire any employee of the Company, or induce any employee of the Company to discontinue his or her assignment at the Company in order to become employed by or associated with any business with which I am employed or associated with in any capacity.
- c. **Extension of Applicable Time Periods.** The applicable time periods set forth in this section shall be **extended** by the time of any (1) breach by Worker of any terms of this Agreement, or (2) litigation involving Worker and the Company in respect of any of the provisions of this Agreement (whether by Worker seeking relief from the terms hereof or by the Company seeking to enforce the terms hereof or otherwise).

4. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties while on assignment at the Company will not breach any invention assignment, confidentiality, non-competition or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties while on assignment at the Company any documents or materials or intangibles (excluding residual knowledge) of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.
5. **Miscellaneous.**
- a. **Notification.** Worker hereby authorizes the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.
 - b. **Injunctive Relief.** Worker acknowledges that a breach of any of the covenants contained in this Agreement will result in irreparable injury to the Company for which there is not an adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Worker from engaging in activities prohibited or restricted by this Agreement or such other relief as may be required to specifically enforce any of the covenants contained herein (without posting a bond or other security). Notwithstanding anything to the contrary in this Agreement, Worker hereby consents and agrees that such injunctive relief may be sought in any state or federal court in the Commonwealth of Massachusetts and hereby consents to the jurisdiction of such courts.
 - c. **Governing Law; Severability.** This Agreement will be governed and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to or application of choice-of-law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.
 - d. **Entire Agreement.** This Agreement contains and constitutes the entire understanding and agreement between the Company and the Worker hereto respecting the subject matter hereof and supersedes and cancels all previous written or verbal negotiations, agreements, commitments, and writings covering the same subject matter. However, nothing contained in this Agreement is intended to be or should be construed as abrogating any of the Company's remedies in the event of a breach of the terms of this Agreement as provided under law or under other agreements.
 - e. **Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a further or continuing waiver of any such term, provision, or condition.

This Agreement shall be effective as of the date of my first day on assignment at the Company.

AXCELIS TECHNOLOGIES, INC.

By /s/ Russell J. Low, Ph.D

Chief Executive Officer and President

WORKER CONFIRMS AND AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT AND CONSENTS TO BE BOUND BY THE DUTIES AND OBLIGATIONS CONTAINED HEREIN.

“WORKER”:

Signature

Name (Please print)

Date