

OPEN TEXT TECHNOLOGIES INDIA PVT LTD

Proprietary Information And Inventions Agreement (the “Agreement”)

In consideration of my Internship or continued Internship with Open Text Technologies India Pvt Ltd (the "Company"), the Company's granting me access to its confidential and proprietary information, and the compensation now and hereafter paid to me by the Company, I, the undersigned, hereby agree, undertake and acknowledge as follows:

1. Acknowledgment: I acknowledge that: (i) the Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Proprietary Information (as defined hereunder) which have great value to its business and operations. This Proprietary Information includes not only information disclosed by the Company to me but also information developed or learned by me during the course of my Internship with the Company; (ii) as a result of my Internship by the Company, I have obtained and will obtain secret, confidential or Proprietary Information; (iii) the Proprietary Information has been developed and created by the Company at substantial expense, and the Proprietary Information constitutes valuable proprietary assets of the Company; (iv) the nature of the Company's business is such that it could be conducted anywhere in the world and that it is not limited to a geographic

scope or region; (v) the Company will suffer substantial damage which will be difficult to compute if, during the term of Internship or thereafter, I solicit or interfere with the Company's other Interns, or divulge or misuse Proprietary Information relating to the business of the Company; and (vi) the provisions of this Agreement are reasonable and necessary for the protection of the business of the Company.

Wherever used in this Agreement, the term "**Proprietary Information**" shall mean trade secrets, confidential knowledge, data, information (whether proprietary or not), work, inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and/or any idea in whatever form, tangible or intangible, pertaining in any manner to

(i) the business and operations of the Company, or any of its group entities, affiliates, Interns, clients, consultants, or associates, including, without limitation, business and marketing plans, strategies, models and codes, client information (including client identity and contacts, client lists, or client financial or personal information), business relationships (including persons, corporations or other entities performing services on behalf of or otherwise engaged in business transactions with the Company or its clients (e.g., brokers, attorneys, accountants, etc.)), accounts, financial data, know-how, computer software and related documentation, trade secrets, plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, processes, policies and/or personnel, (ii) the Company's current or contemplated operations or activities; or (iii) which was produced at any time by any Intern or contractor or consultant of the Company (or of any of its group entities, affiliates or associates) in the course of my Internship or consulting or contractual relationship; or (iv) which was otherwise produced or acquired by or on behalf of the Company; or (v) which is otherwise owned by the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "**Proprietary Information**"

2. Recognition of Company's Rights; Nondisclosure: I agree and undertake that at all times during the term of my Internship with the Company and thereafter, I will hold in the strictest confidence and will not directly or indirectly, divulge, disclose, use, make available, sell, lecture upon, publish or otherwise communicate to any third party any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in (a) connection with my work / duty for the Company, or (b) unless an officer of the Company expressly authorizes such disclosure in writing or (c) pursuant to an order of a court of competent jurisdiction or of a governmental agency, department or commission or otherwise as required by law or legal process and in such event, provided however, the Intern shall immediately notify the Company so that the Company may take any actions, it deems necessary to protect its interests. I hereby assign to the Company any rights that I may have or acquire in such Proprietary Information and recognize that all Proprietary Information is and shall be the sole property of the Company, its successors and assigns and that the Company, its successors and assigns shall be the sole owner of all patent rights, copyrights, trade secret rights and all other rights (collectively, "**Proprietary Rights**") throughout the world in connection therewith.
- 2.1 Third Party Information: I understand, in addition, that the Company has and may from time to time in the future receive from third parties their confidential or proprietary information ("**Third Party Information**") subject to a duty of the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that during the term of my Internship and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an executive officer of the Company in writing.
3. Assignment of Inventions: I agree that the Company owns all Inventions made, conceived, developed, discovered, reduced to practice or fixed in a tangible medium or expression, made by me either (a) during my Internship with the Company (whether or not during working hours), or (b) within one year after the my Internship with the Company ends if the Inventions, results from any work performed by the Intern for the Company or involves the use or assistance of the Company's facilities, materials, personnel or Confidential Information, jointly with other Interns of the Company or solely. The Company also owns all Inventions that I bring to the Company that are used in the course of the Company's operations or that are incorporated into any Inventions that belong to the Company. All right, title and interest in and to all Inventions, including but not limited to all registrable intellectual property rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Inventions shall be considered works made in the course of contract of service / works made for hire by me. I shall mark all Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Inventions shall be deemed not to constitute works made in the course of contract of service / works made for hire, or in the event that the I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Invention.

Wherever used in this Agreement, the term '**Inventions**' shall include any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and

business ideas, and all improvements, know-how, data, rights, and claims relating to the foregoing, whether or not patentable, which are conceived, developed or created and which: (i) relate to the Company's current or contemplated operations or activities; or (ii) relate to the Company's actual or anticipated research or development; or (iii) result from any work performed by me for the Company; or (iv) involve the use of the Company's equipment, supplies, facilities or trade secrets; or (v) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (vi) result from the my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, '**Company Materials**').

I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) related to the Company's business, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my Internship with the Company.

4. Enforcement of Proprietary Rights: I will assist the Company in every proper way to obtain and from time to time enforce Proprietary Rights relating to Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Inventions in any and all countries shall continue beyond the termination of my Internship, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, 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 to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quit claim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. Obligation to Keep Company Informed: During the period of my Internship with the Company, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Inventions. In addition, after termination of my Internship, I will disclose all patent applications filed by me within three (3) years after termination of Internship.
6. Prior Inventions: Inventions, if any, patented or unpatented, which I made prior to the commencement of my Internship with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my Internship with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If

disclosure of any such Inventions on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that not all Inventions have been listed for that reason.

7. No Use of Name: I shall not at any time use the Company's name or any of the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.
8. No Improper Use of Materials: During my Internship by the Company I will not improperly use or disclose any confidential / Proprietary Information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.
9. No Conflicting Obligation: I represent that my performance of all the terms of this Agreement and as an Intern of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my Internship by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
10. Other Activities - Conflicts of Interest:
 - (a) During the term of my Internship with the Company, I will not, directly or indirectly, participate in the ownership, partnership, management, operation, financing, or control of, or be employed by or consult for or otherwise render services to or on behalf of, any person, corporation, firm or other entity which competes in India with the Company in the conduct of the business of the Company as conducted or as proposed to be conducted, nor shall I engage in any other activities that conflict with my obligations to the Company.
 - (b) In consideration of the premises hereof and in further consideration of the disclosure to me of confidential and proprietary information of the Company and the specialized training and experience I will gain from my Internship with the Company, and for other good and valuable consideration, to the extent permitted by applicable law, I hereby agree that for a period of one (1) year after the date that my Internship with the Company is terminated for any reason, I will not, directly or indirectly, (i) compete in the India or in any other country where the Company engages in business, or proposes to engage in business, on the date of the termination of my Internship with the Company, or (ii) participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm or other entity which competes in India with the Company in the conduct of the business of the Company as conducted and as proposed to be conducted on the date of termination of my Internship.
 - (c) During my Internship with the Company and for a period of one (1) year after the date that my Internship with the Company is terminated for any reason, I shall not, (a) directly or indirectly, partner with or enter into any business arrangement or hire or attempt to hire for any purpose whatsoever (whether as an Intern, consultant, advisor, independent contractor, partner or otherwise) any Intern of the Company or any person who was an Intern of the Company at any time during the last twelve months of his/ her Internship with the Company, and shall use my

best efforts to prevent any of my subsequent employers or related entities or persons from taking any such action. I shall not (i) disclose to any third party the names, backgrounds or qualifications of any Interns of the Company or otherwise identify them as potential candidates for Internship

(b) personally or through any other person, approach, recruit or otherwise solicit Interns of the Company to work for any other employer; or (c) participate in any pre-Internship interviews with any person who was employed by the Company, while I was employed by the Company, or (d) induce or attempt to induce any customer, supplier, licensee or other similar relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between the Company and such person.

11. Prohibited Activity: I hereby acknowledge and agree that any of the activities mentioned herein below would necessarily involve the use, disclosure or misappropriation of the Inventions and / or Proprietary Information. I agree that during the term of my Internship with the Company, without the Company's express written consent, I shall not, directly or indirectly, solicit Internship, be employed in or be engaged in, or be associated with any present or contemplated business activity that is or may compete with the operations or business of the Company (or with the operations or business of any group entity or any affiliate of the Company).
12. Representations and Warranties: I hereby represent and warrant to the Company, that:
 - a) I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking Internship with the Company;
 - b) The performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party;
 - c) I will not use in the performance of my responsibilities for the Company any confidential information or trade secrets of any other person or entity and I shall not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party; and
 - d) I will not enter into any agreement, arrangement or understanding, whether written or oral, with any supplier, contractor, distributor, wholesaler, sales representative, representative group, customer or any third party, relating to the operations of the Company, without the express written consent of the Company;
 - e) I will, at all times, take appropriate steps to safeguard Proprietary Information and shall protect it against disclosure, misuse, espionage and theft;
 - f) I have not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement; and
 - g) I will not disparage the Company or its operations or services and will not interfere with the Company's relationships with its customers, Interns, vendors, bankers or other third parties.

The aforesaid representations, warranties, and obligations contained in this Agreement shall survive the termination of the Intern's Internship with the Company.

13. Termination: This Agreement shall continue in full force and effect for the term of my Internship with the Company and thereafter, until terminated through a written instrument signed by both Parties.
- (a) Upon the termination of Internship with the Company or promptly upon the Company's request, I shall surrender to the Company all Company Materials, equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof, created on any medium and furnished to, obtained by, or prepared by me in the course of or incident to Internship with the Company, that are in my possession or under his/ her control.
 - (b) Following any termination of my Internship with the Company, I shall fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.
 - (c) I hereby grant my consent to notification by the Company to any of my future employers or companies about my rights and obligations under this Agreement.
 - (d) Within a period of one year after termination of my Internship with the Company, I shall, before undertaking any work for anyone else which involves subject matter related to the Company's activities, fully disclose the nature of proposed work to the Company.
14. Integration. This Agreement sets forth the Parties' mutual rights and obligations with respect to Confidential Information, Inventions, prohibited competition, intellectual property and other obligations relating to Internship with the Company. It is intended to be the final, complete, and exclusive statement of the terms of the Parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to me and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.
15. Legal and Equitable Remedies: I acknowledge that any failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and 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. I also confirm that I understand that other action may be taken and remedies enforced against me by the Company.
16. Notices: Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is given to the appropriate party at its address (as noted in the Company's records) or at such other address as the party shall specify in writing, upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

17. General Provisions:

17.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the of India (without reference to conflict of law principles).- INDIAN JURISDICTION I agree that exclusive jurisdiction and venue for any litigation arising under the Agreement is the Courts of India and I hereby consent to such exclusive jurisdiction and venue for this purpose.

17.2 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both me and an officer of the Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my Internship includes any time during which I may be retained by the Company as a consultant.

17.3 Severability: I agree and acknowledge that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement. The existence of any claim or cause of action by me against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements contained herein.

The Company and I intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Company and I intend that the court should reform the provisions to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions were never a part of hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance.

17.4 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.

17.5 Survival: The provisions of this Agreement shall survive the termination of my Internship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

17.6 Internship: I agree and understand that my Internship with the Company is “at will”, which means either I or the Company may terminate the Internship relationship at any time, for any reason, with or without prior notice and with or without cause, subject to the terms of any separate written Internship agreement / letter executed by a duly authorized officer of the Company. I agree, understand and acknowledge that nothing in this Agreement shall confer any right with respect to continuation of Internship by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my Internship at any time, with or without cause.

- 17.7 Non-Waiver: The failure of either the Company or the Intern, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by the Intern must be in writing and signed by either by the Intern, if the Intern is seeking to waive any of his/ her rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.
- 17.8 Undertaking to Perform Necessary Acts: I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 17.9 Acknowledgment: I acknowledge that I had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understood this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

This Agreement shall be effective as of the first day of my Internship with the Company, namely:

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY INTERNSHIP, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY INTERNSHIP.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Dated: _____

Signature

Name of Intern

Address

ACCEPTED AND AGREED TO: Open Text Technologies India Pvt.Ltd

By: 

Name: Arka Chakraborty

Title: Senior Director, Human Resources