

as a result of my work for TCS. All of those creations will be TCS' property. I will help TCS acquire and retain titles to them.

All written, graphic or recorded materials that I prepare as a result of my work for TCS belong to TCS. I will use those materials only as instructed and will dispose of them only as TCS directs. At the end of my work for TCS, I will return all such materials, including any copies, to TCS.

Any copyrightable work or portion of work that I have created or create while working for TCS or relating to TCS' business is and shall be deemed to be a "work made for hire," as that term is defined in the Copyright Laws of the United States of America or any other international, country, or state having jurisdiction. If, for any reason, any such copyrightable work does not fall within the definition of a "work made for hire" or is otherwise deemed not to be a "work made for hire," then I assign and convey to TCS the entire right, title and interest to the work, including, but not limited to, the copyright. I waive any moral or attribution rights that I may have in the work, and grant to TCS the right to modify, create derivatives and otherwise use the work at its discretion.

I will cooperate with the SUB and sign all documents that may be prepared by TCS and will take other necessary actions, as reasonably requested by the SUB or TCS, to affect the terms of this Agreement or to perfect or enforce any proprietary rights resulting from or related to my work for TCS. My cooperation and signing of documents will be performed without additional compensation to me; provided, however, that the SUB will reimburse me for reasonable out-of-pocket expenses incurred at the SUB's or TCS' specific request.

III. Miscellaneous.

I acknowledge and agree that I am the Personnel of the SUB and I further acknowledge and agree that I am not, nor shall I be deemed to be, the Personnel of the TCS and that I will not bring any claim whatsoever against the TCS with regard to, or arising out of, employment related issues, including, without limitation, any claims arising out of or relating to payment of salary and other employment benefits to me. I expressly agree not to assert any claim against the TCS alleging that I am the Personnel of the TCS.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding all choice of law provisions. All proceedings relating to or arising out of the subject matter hereof shall be maintained exclusively in the courts situated in New York, New York, and I hereby consent to personal jurisdiction and venue therein and hereby waive any right to object to personal jurisdiction or venue therein.

My promises in this Agreement are intended to protect TCS' and TCS' Customer's information and intellectual property. Therefore, I understand and agree that TCS is entitled to enforce my promises and to bring civil litigation against me to do so. Due to the nature of this Agreement, TCS shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm. Such injunctive relief as TCS may obtain shall be in addition to all of the rights and remedies available at law and in equity. Such equitable relief may include, but is not limited to, the seeking of a temporary or permanent injunction, restraining order or order for specific performance, and may be sought with or without prior notice, depending on the circumstances. TCS shall be entitled to