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Name(s) of CONVEYING Party or Parties:

Jeffrey M. Sisilli

MRD 12-18-97

Name(s), Address(es) of RECEIVING Party (Parties):

The Reynolds and Reynolds Company
800 Germantown Street
Dayton, Ohio 45407

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DOCUMENT EXECUTION DATE(S): Jan 4, 1994

NATURE OF CONVEYANCE:

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If document is being filed with a new application, EXECUTION DATE(S) OF DECLARATION:

Patent Application Number(s):

Patent Number(s):
08/536,637

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Allen S. Melser
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Attorney Docket No. 19321.096

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Date

Attorney Docket No. 19321096

Total number of pages submitted (including cover sheet): 3

Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D C 20231

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The Reynolds and Reynolds Company

Employee Confidential, Non-Disclosure and Inventions Agreement

In consideration of my employment by The Reynolds and Reynolds Company ("Reynolds"), I agree to the following provisions: --

1. I acknowledge that the business of Reynolds involves valuable, confidential and/or proprietary data and information of various kinds. Such data and information, called "Reynolds Trade Secrets," concern, among other things:
 - (a) the names of Reynolds' customers and the nature of Reynolds' relationships (including types and amounts of products acquired from Reynolds) with such customers;
 - (b) Reynolds' various computer systems, as such systems may exist from time to time, including without limitation, computer and related equipment, computer programs (whether identified as software, firmware or other and on whatever media), databases, documentation, manuals, hardware and software support systems, and methods, techniques or algorithms of organizing or applying the same;
 - (c) developments, improvements, inventions and processes that are or may be produced in the course of Reynolds' operations; and
 - (d) confidential matters of Reynolds' customers and potential customers, which submit private material to Reynolds for handling and processing; and
 - (e) any other information, not generally known, concerning Reynolds or its operations, products, personnel or business, acquired, disclosed or made known to me while in the employ of Reynolds which, if used or disclosed, could, with reasonable possibility, adversely affect the business of Reynolds or give to a competitor a competitive advantage; and
 - (f) for purposes of this Agreement, Reynolds' Trade Secrets shall also be deemed to include any information licensed to Reynolds on a confidential basis from third parties for Reynolds' own internal use and/or for sublicense to end users.

I acknowledge that it would harm Reynolds if any such data or information should become known to its competitors or otherwise, or if any such developments, improvements or inventions should not be disclosed and transferred to Reynolds.

2. I will not, during or after my employment with Reynolds, use for my own benefit or, without the prior consent of Reynolds, disclose to any person (other than in the ordinary conduct of Reynolds' business) any Reynolds' Trade Secrets.
3. I agree to devote my full time and energy toward the performance of the duties and responsibilities assigned to me, which may be changed at any time and from time to time; and to refrain from engaging directly or indirectly in any activity, whether or not for pay or other benefit, that may in any way compete with any operation of Reynolds or that may result in a conflict of interest or otherwise adversely affect the proper discharge of my duties with, and responsibilities to, Reynolds.
4. I will fully and completely disclose to Reynolds any inventions, ideas, works of authorship and other trade secrets made, developed and/or conceived by me alone or jointly with others arising out of or relating to my employment by Reynolds.

I agree that any inventions, ideas or original works of authorship, in whole or in part conceived or made by me, which are made through the use of any Reynolds' Trade Secrets or any Reynolds' equipment, facilities, supplies or time, which relate to Reynolds' business or Reynolds' actual or demonstrably anticipated research and development, which resulted or result from any work performed by me for Reynolds, shall belong exclusively to Reynolds and shall be deemed Reynolds' Trade Secrets whether or not fixed in a tangible medium of expression. Without limiting the foregoing, I agree that any such original works of authorship shall be deemed to be "works made for hire" and that Reynolds shall be deemed the author thereof under the U.S. Copyright Act. In any event, I hereby irrevocably assign and transfer to Reynolds all rights, title and interest in such works, including, but not limited to, copyrights.

I hereby assign to Reynolds, its successors or assigns, any and all patents and rights in patents, and applications for patents both in the United States and in any foreign country, in connection with any of my inventions, improvements or developments, and to do any and all acts, and to execute any and all

instruments, which Reynolds may request to secure to itself, its successors or assigns, all rights relating to such inventions or improvements or developments or patents in the United States or in any foreign country, including the right to use Reynolds name

I further agree that the provisions of this Agreement shall be binding upon me, irrespective of the duration of my employment by Reynolds, the reason for the cessation of my employment or the amount of my compensation.

I understand in accordance with Reynolds current practice, that this Agreement is not a contract of employment and my employment may be terminated at any time by either me or Reynolds.

5. Upon termination of my employment, in any manner or for any reason, I will promptly return to Reynolds all copies of any Reynolds documents in my possession, custody or control including, but not limited to, documents pertaining to Reynolds Trade Secrets.

6. I agree that, in the event of a breach or threatened breach by me of this Agreement, Reynolds remedies at law would be inadequate, and Reynolds shall be entitled to an injunction (without any bond or other security being required), but nothing herein shall be construed to preclude Reynolds from pursuing any action or further remedy, at law or in equity, for any breach or threatened breach including, but not limited to, the recovery of damages

7. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Reynolds. The laws of the State of Ohio shall govern all questions relative to the interpretation and construction of this Agreement. No waiver by Reynolds of any default by me shall in any way prejudice Reynolds with respect to any subsequent default. This Agreement contains the entire understanding of the parties respecting its subject matter. It may not be changed orally.

8. I understand that this Agreement creates binding obligations on me and I sign it intending to be bound.

I have read and agree to the foregoing and acknowledge receipt of a signed copy of this Agreement.

JEFFREY M. SISILLI

Please Print (Employee's) Name

Jeffrey M. Sisilli

Employee's Signature

11/4/94

Date

The Reynolds and Reynolds Company

By *[Signature]*

Date

ELIZABETH GUNDSHAFER

Printed Name

EXHIBIT A